

**LEASE FINANCING FOR DESIGN, RENOVATION, REHABILITATION,
CONSTRUCTION AND MAINTENANCE OF SIMON SANCHEZ HIGH SCHOOL**

PROJECT No.: 730-5-1057-L-YIG

EDDIE BAZA CALVO
Governor of Guam

PREPARED BY:



**DIVISION OF CAPITAL IMPROVEMENT PROJECTS
CONTRACTS ADMINISTRATION SECTION
DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM**

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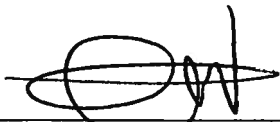
**EDDIE BAZA CALVO
GOVERNOR OF GUAM**

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DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM**

2017

RECOMMEND APPROVAL:



JERI CALAOR
Acting Engineer in Charge
Department of Public works

Date: 7/07/2017

APPROVED BY:



FELIX C. BENAVENTE
Deputy Director
Department of Public works

Date: 7/7/2017

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INVITATION TO BID



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY TENORIO
Lt. Governor


public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
GLENN LEON GUERERO
Director
FELIX C. BENAVENTE
Deputy Director

INVITATION TO BID

The Governor of Guam, Eddie Baza Calvo, through the Director of the Department of Public Works is soliciting sealed bids for the Guam Department of Education project; **"Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of Simon Sanchez High School, Project no. 730-5-1057-L-YIG"** (the **"Project"**). The Project is intended to be designed and constructed within a pre-established cost/budget limitation.

Sealed bids in duplicate will be received at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Building "B", Department of Public Works, Government of Guam, no later than **2:00 p.m. August 30, 2017**. At this time and place all bids will be publicly opened and read aloud at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Building "B", Department of Public Works.

The Contract time for the design, renovation and/or reconstruction and demolition/restoration of the designated existing SSHS structures phase of the Project is **Seven Hundred Thirty (730) calendar days**. The insurance and maintenance phase of the Project shall be for a period not to exceed Thirty (30) years. All bids must be accompanied by a bid security, in the amount of 15% of the total bid amount. Acceptable forms of bid security may be bid a bond, certified check or cashier's check made payable to the Treasurer of Guam.


A non-refundable amount of \$200.00 is required as payment for bid documents, which can be obtained from the Contract Administration Technical Services, Building B - Department of Public Works commencing **on July 7, 2017**. A receipt of payment at the cashier at the Permit Center, Building "A"-Department of Public Works should be presented when applying for the bid documents.

This Invitation for Bid (IFB) is available to download from DPW's website at www.dpw.guam.gov. If downloaded, the Two Hundred U.S. Dollars (\$200.00) non-refundable fee is to be paid prior to submission of sealed bid. No bid will be entertained if the fee has not been paid. Also, upon obtaining the IFB prospective offerors must complete the registration to DPW in order to receive any addenda or other notices related to this IFB [5GCA 5220 (b)].

The Department of Public Works hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color and national origin in consideration for an award.

The right is reserved to reject any or all bids and to waive any imperfection in the bids in the interest of the Government of Guam.

A pre-bid conference will be held **on July 14, 2017 at 10:00 a.m.** at the Division of Capital Improvement Projects, Chief of Engineer's Conference Room, 2nd Floor, Building "B", Department of Public Works. A site investigation on the proposed project will be conducted immediately after the pre-bid conference, to allow prospective bidders to familiarize themselves with the project's site conditions. Attendance for the pre-bid conference and site visit is mandatory.

A handwritten signature in black ink, appearing to read 'F. Benavente', with a long horizontal line extending to the right.

FELIX C. BENAVENTE
Deputy Director

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

Sealed bids in duplicate for the Department of Education **“Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of Simon Sanchez High School, Project no. 730-5-1057-L-YIG”**. will be received by the Department of Public Works at the Division of Capital Improvement Projects-Contracts Administration Section. Bids will be publicly opened and read aloud shortly afterwards at the Division of Capital Improvement Projects-Contracts Administration Section, Building “B”, Department of Public Works.

Bids shall be made on the forms furnished by the Department of Public Works and shall be enclosed in a sealed envelope addressed to the Director of Public Works, Government of Guam, 542 North Marine Drive, Tamuning, Guam 96911 and endorsed with the name of the bidder and the title **“Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of Simon Sanchez High School, Project no. 730-5-1057-L-YIG”**.

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the form of contract, but expressly make certain of the representations and warrants made therein. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect.

2. TIME OF COMPLETION

The Contractor shall commence work on the date specified in the Notice to Proceed. **The design phase of the Project shall be completed within Seven Hundred Thirty (730) calendar days of DPW’s issuance of a Notice to Proceed (“NTP”). The renovation and/or construction phase and demolition/restoration of the designated existing SSHS structures of the Project shall be completed within Seven Hundred Thirty (730) calendar days of the NTP, complete and ready for use.** In the event the Contractor does not complete the work within the time specified, liquidated damages will be assessed as stated in Section 5 of the Special Provisions.

3. PLANS AND SPECIFICATIONS

This invitation for bids consists of the following documents:

- a) Bid Invitation Documents
 - 1. Invitation to Bid
 - 2. Instructions to Bidders

b) Bid Submittal Documents

1. Bid
2. Bid Form
3. Major Shareholders Disclosure Affidavit
4. Non-Collusion Affidavit
5. Affidavit Re No Gratuities or Kickbacks
6. Affidavit Re Ethical Standards
7. Declaration Re Compliance with U.S. DOL Wage Determination
8. Affidavit Re Contingent Fees
9. **Submit all required documentation as stated on Page 10 of Instruction to Bidders; Paragraph 9 (Competency of Bidders)**
10. **Submit all required documentation as stated on General Statement of Work (Financing Scope of Work, Page 130-136)**

c) Contract Documents

1. Formal Contract
2. Special Provisions
3. General Conditions
4. General Scope of Work
5. Prevailing Wage Rates
6. Contractor's approved Plans and Specifications, with Drawings
7. Lease Agreement, Maintenance Agreement, Ground Lease and Project Development Agreement
8. Financing Documents

4. PREPARATION OF BID

The bidder must submit his bid on the forms furnished by the Department of Public Works. All blank spaces in the bid forms must be correctly filled in where indicated and the bidder must state the prices in words and numerals for each item of the work required. In case of conflict between words and numerals, the words, unless obviously incorrect will govern.

The bidder shall sign his bid in the blank space provided therefore. If this bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners, if made by a corporation by one of the authorized officers thereof.

5. BID SECURITY

Each bid must be accompanied by a deposit in the amount of not less than fifteen percent (15%) of the total bid price for which award can be made. Such deposit may be in the form of a bid bond, cashier's check or certified check made payable to the Treasurer of Guam.

Should the successful bidder fail or refuse to execute and deliver the contract and performance and payment bonds required within fifteen (15) calendar days after acceptance of his bid by the Government, he shall forfeit to the Government of Guam as liquidated damages for such failure or refusal the security deposited with his bid

6. NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, in the form provided with the bid, to the effect that he has not colluded with any other person, firm or corporation in regards to any bid submitted. Such affidavit shall be attached to the bid.

7. RIGHT TO ACCEPT AND REJECT BIDS

The Government of Guam reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the Government's interests. In the event that the successful bidder fails to execute the contract upon his part, the Government reserves the option to accept the bid of any other bidder within ten (10) working days from such default, in which case such acceptance shall have the same effect as to such bidder as though he was the originally successful bidder.

8. METHOD OF AWARD

a. Bidding procedure involving only a BASE BID:

If the base bid is within the amount of funds available to finance the design (inclusive of the CCIP), construction contract, demolition and removal of the existing SSHS designated facilities, restoration of grounds as agreed to and insurance and maintenance of the new school, contract award will be made to that responsible bidder submitting the low base bid.

b. Bidding procedure involving a BASE BID and ADDITIVE BIDS:

If the base bid is within the amount of funds available to finance the Project, and the Owner wishes to accept additive bid, contract award will be made to that responsible bidder submitting the low combined bid, consisting of the base bid plus additive bids (applied in the numerical order as read on the bid form) that offers the lowest annual leaseback rate to the government of Guam for a fixed Thirty (30) year term

9. COMPETENCY OF BIDDERS

The Government requires that all bidders are to submit satisfactory evidence that he has sufficient experience and he is fully prepared with necessary capital, material, machinery

and skilled workmen and supervision staff to carry out the contract satisfactorily. Bidders shall have the capability to finance the design, renovation or construction, demolition and removal of the existing SSHS designated facilities, restoration of grounds as agreed to, of Simon Sanchez High School and to provide furniture and equipment. The Proposer must also be able to provide insurance and capital maintenance for the school as a result of this IFB for the duration of the lease agreement.

Accordingly, the Contractor must submit for review the following statements together with their bids:

- a) Description of Contractor's Design Team members and experience on similar work, which shall include, at a minimum:
 - i. Prior lead design responsibilities (architect of record) for other high school projects; and
 - ii. Successful completion of public high schools within budget, schedule and requirements of the government.
- c) Availability of plant, machinery and other equipment necessary for work.
- d) Quality of work presently performed for Government of Guam or other agencies.
- e) Contractor's diligence in carrying out responsibility.
- f) Record of good owner-contractor relationship.
- g) Previous record of bids qualification.
- h) Quality of supervisory personnel and areas of their performance.
- i) Record of past performance of government contracts including record of default and nonpayment of obligations.
- j) Possession of Government of Guam appropriate contractor's license.
- k) Financial resources.

Financial resources report shall be dated not more than six (6) months prior to bid opening, must be prepared by a certified accountant and shall contain at least the following information:

- 1) Total Assets
- 2) Total Liabilities
- 3) Total Current Assets
- 4) Total Current Liabilities
- 5) Bonding Capability

10. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise the specifications or drawings or both prior to the date set for opening bids. Such revisions, if any, will be announced by an addendum or addenda to this invitation for bid. If the addenda are of a nature which requires material changes in quantities or prices to be bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the addendum

will include an announcement of the new date for opening bids.

11. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 Section 11107 of the Guam Procurement Regulations.

12. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES

The Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

13. ACCESS TO RECORDS AND OTHER REVIEW:

The Contractor, including its subcontractors, if any, shall maintain books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Government. Each subcontract by the Contractor made pursuant to this Agreement shall include a provision containing the conditions of this Section.

14. DISCLOSURE OF MAJOR SHAREHOLDERS:

- a) As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12)-month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12)-month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. *Failure to submit the affidavit concerning commissions paid shall be deemed non-responsive and cause for rejection of the bid upon opening.*

15. **PRE-BID CONFERENCES.** Pre-bid conferences & site visit(s) will be permitted prior to the date established herein for submission of bid proposals. The conferences & site visit(s) will be conducted only to explain the procurement requirements for this Invitation

for Bid. The Authority will notify all Bidders of any substantive clarification provided in response to any inquiry. The Authority will extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical. The Pre-Bid Conferences & Site Visits are “***Mandatory***”, this means the interested bidders must have a representative in attendance on the date and time of the Pre-Bid Conferences and Site Visits in order to satisfy one (1) of the IFB’s requirements in determining ‘responsibility. A Bidder will be disqualified if they did not attend the *Mandatory Pre-Bid Conference and Site Visit*. It is not necessary to purchase the IFB packet before attending the *Mandatory Pre-Bid Conference and Site Visit*. Purchase of the IFB packet is necessary only when submitting a Bid Proposal.

16. **DETERMINATION OF RESPONSIBLE OFFERORS AND RESPONSIVE OFFERORS** shall be made by a selection committee comprised of the Superintendent of Department of Education, serving as Chairman, and including the Director of the Department of Public Works or Deputy Director, the Director of the Department of Land Management or Deputy Director, the Administrator of the Guam Environmental Protection Agency or Deputy Administrator, and the Administrator of the Guam Economic Development Authority or Deputy Administrator.

The Selection Committee reserves the right in securing from the Bidders information necessary to determine whether or not they are responsible or responsive, in accordance with their submitted required information.

17. **DETERMINATION OF RESPONSIBILITY and RESPONSIVENESS:**

The Selection Committee will determine whether an Offeror has met the standards of responsibility and responsiveness. If an Offeror is found non-responsible or non-responsive, the determination must be in writing, made a part of the procurement file and mailed to the affected Bidder.

ITEM NO	DESCRIPTION	SUBMITTED		REMARKS
		YES	NO	
1	Bid Form			
2	Bid Bond			
	Legal Forms			
	a. Affidavit Disclosing Ownership			
	b. Affidavit re:Non Collusion			
	c. Affidavit re:No Gratuities and kickbacks			
	d. Affidavit re:Ethical Standards			
	e. Affidavit re:Contingent Fees			
	f. Declaration re:Compliance with US DOL Wage Determination			

3.	Competency of Bidders Requirements as stated in Section 9.			
4.	Financial Requirements as stated on General statement of works (Financing Scope of Works)			

18. DPW RIGHTS RESERVED:

While DPW and the government of Guam have every intention to issue an award as a result of this IFB, issuance of the IFB in no way constitutes a commitment by DPW or the government of Guam to award and execute a contract. Upon a determination such actions would be in its best interest, DPW, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB as provided in the Guam Procurement Regulations;
- Reject any or all bid proposals received in response to this IFB in the best interests of DPW or the government of Guam as provided in the Guam Procurement Regulations;
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any proposal;
- Waive any minor informalities in bid proposals received, or have them corrected by the bidder in accordance with applicable regulations;
- Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
- If awarded, terminate any contract if DPW determines adequate funds are not available.

-END OF INSTRUCTION TO BIDDERS-

BID FORM

BID PRICE FORM

Date: _____

To: Director of Public Works
Government of Guam
542 North Marine Drive
Tamuning, GU 96913

Gentlemen:

The undersigned (hereafter called the Bidder), a

(Corporation, Partnership or Individual)

organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the Department of Education **"Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of Simon Sanchez High School,; Project no. 730-5-1057-L-YIG"** all in accordance with the drawings, specifications and other contract documents prepared by the Department of Public Works for the sum of;

_____ (\$ _____) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto and the **Annual Lease Back Rate for a Fixed Thirty (30) Year Term:**

The undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions at the place where the work is to be performed.

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (15) working days after receipt of such notice.

I. BASE BID NO. 1: MAIN BUILDING (COURTYARD AND CLASSROOMS)

Item No.	Description	Quantity	Unit Cost	Total Cost
1.	Design Cost: Engineering and Architectural complete and ready for use (See New SSHS Specifications Attachment on General Statement of Works)			
	A. Main Building (Courtyard, Stage Area, Classrooms, Restrooms, etc.)	LS		
	B. Auditorium	LS		
	C. Fine Arts Classrooms	LS		
	D. Admin Building & Library	LS		
	E. Cafeteria	LS		
	F. JROTC Building	LS		
	G. Gymnasium	LS		
	H. Multi Purpose Room	LS		
	I. Sports Facilities (Tennis Courts, Softball Field, Baseball Field, Fooball/Soccer Track Field)	LS		
	J. Off-site & On-site improvements; to include new access road, sidewalks, student/staff /visitor/event parking, bus staging area/drop off area plus all other ground improvement required.	LS		
2.	Construction Cost complete and ready for use as stated on General Statement of Work. (See New SSHS Specifications Attachment)			
	A. Main Building (Courtyard, Stage Area, Classrooms, Restrooms, etc.)			
	B. Auditorium	LS		
	C. Fine Arts Classrooms	LS		
	D. Admin Building & Library	LS		
	E. Cafeteria	LS		
	F. JROTC Building	LS		
	G. Gymnasium	LS		
	H. Multi Purpose Room	LS		

	I. Sports Facilities (Tennis Courts, Softball Field, Baseball Field, Football/Soccer Track Field)	LS		
	J. Off-site & On-site improvements; to include new access road, sidewalks, student/staff /visitor/event parking, bus staging area/drop off area plus all other ground improvement required.	LS		
	K. Demolition and Disposal			
	L. Landscaping Works			
3.	Collateral Equipment as stated on DOE Requirements. (See New SSHS Specifications Attachment on General Statement of Work)	LS		
4.	Capital Maintenance & Janitorial Cost as stated on General Statement of Work. (See New SSHS Specifications Attachment on General Statement of Work)	LS		
5.	<u>Guam Council on the Arts and Humanities</u>: Guam Public Law 31-118 compliance cost	LS		

(\$ _____)

Total lump sum cost for Base Bid No. 1, as per plan and the general statement of work, complete and ready for use:

FINANCING:

Annual Lease Back Rate for a Fixed Thirty (30) Year Term: _____

The undersigned hereby acknowledges receipt of the following addenda:

	ADDENDUM NO.	DATED
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____

If awarded the contract, the undersigned shall be the authorized representative to bind into an agreement with the government and agrees to complete the work within the contract time stipulated in this project.

The undersigned understands that the Government reserves the right to reject any or all bid or to waive any informality or technicality in any bids in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY) (*Name and Signature*)

(TITLE)

(BUSINESS ADDRESS)

BID BOND

BID BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____

(Name of Contractor)

As Principal, hereinafter called the Principal and _____

(Name of Surety)

a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held and firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$_____), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for “LEASE FINANCING FOR DESIGN, RENOVATION, REHABILITATION, CONSTRUCTION AND MAINTENANCE OF SIMON SANCHEZ HIGH SCHOOL, PROJECT NO. 730-5-1057-L-YIG”.

NOW THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall not withdraw said bid within sixty (60) calendar days after the opening of bids, and shall within fifteen (15) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Territory of Guam in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 2017

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

MANDATORY/LEGAL REQUIREMENTS

(TO BE SUBMITTED TOGETHER WITH THE BID)

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

[] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

NOTARY PUBLIC
My commission expires: _____
2005)

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AFFIDAVIT re NON-COLLUSION

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

_____ [state name of affiant signing below], being first
duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

_____[state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] _____ Affiant is _____
[state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201____.

NOTARY PUBLIC

My commission expires _____, _____.

AG Procurement Form 004 (March 9, 2011)

AFFIDAVIT RE ETHICAL STANDARDS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

_____ [state name of affiant signing below],
being first duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

_____ [state name of affiant signing below], being
first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
_____.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

AG Procurement Form 007 (March 9, 2011)

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement/Project No.: _____

Name of Company: _____

hereby certifies under penalty of perjury:

- (1) That I am _____
(the offeror/ a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing procurement;
- (2) That I have read and understand the provisions of 5GCA § 5801 and 5802 which read;

§ 5801. Wage Determination Established.

In such cases where the Government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or corporation (contractor) for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U. S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5GCA § 5801 and § 5802 , as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (Instructions-Please Attach)

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GENERAL CONDITIONS

GENERAL CONDITIONS

I. DEFINITIONS

1. Owner

The term "Owner" as used herein means the Government of Guam, and the Governor of Guam, and/or his authorized representatives.

2. Contracting Officer

The term "Contractor" as used herein means the authorized entity, which shall be the signatory on the Contract and shall be fully responsible for carrying out the design, renovation or construction, financing and maintenance of the education facility. The contractor may cooperate with another entity or entities in any manner the contractor deems appropriate to provide for the financing, design, renovation, construction, or maintenance of SSHS.

3. Contractor

The term "Contractor" as used herein means the party or parties who or which shall have duly entered into a contract with the Government of Guam to perform the work herein contemplated or his or their authorized assignee.

4. Notice

The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.

5. Forms Enclosed

The copies of the form of agreement, form of bid bond, form of performance and of payment bond enclosed herewith are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

II. CONSTRUCTION CONTRACT

1. Contract Documents

- (a) The contract documents consist of the Agreement, the approved drawings and specifications, including all addenda and alterations made in the documents prior to their execution.
- (b) The contract documents shall be signed by the Owner and Contractor in as many original counterparts as may be mutually agreed.
- (c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all. In case of discrepancies between the contract documents, the specifications shall take precedence over the drawings, and the agreement shall take precedence over the drawings and specifications. Any discrepancies between the contracts documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby.
- (d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, conditions, provisions, covenant or agreement in the drawings, specifications, proposals, contract, and bond related to the work to be carried on, said documents being on file in the Contracts Administration Section office, Department of Public Works, Tumon, Guam.

2. Drawings

- (a) Contractor shall be responsible for preparing detailed drawings and other information deemed necessary by the Contracting Officer. The scope of work includes all drafts, meetings, revisions and related work to prepare detailed drawings and instructions acceptable to the Department of Public Works. The approved drawings and instructions shall be consistent with the contract documents and true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the detailed drawings and instructions approved by the Department of Public Works.
- (b) In case of differences between small scale and large scale drawings, the large-scale drawings shall govern. Figured dimensions on the drawings shall be considered primary compared with measurements obtained through scaling of drawings. The Contractor shall verify all dimensions, and if any be lacking, he shall call the attention thereto and be governed by the decision of the Contracting Officer.
- (c) Where on any of the drawings a portion of the work is drawn out and the

remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work.

(d) Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical.

(e) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph, shall not be construed (1) as permitting any departure from the contract requirements, (2) as relieving the Contractor of the responsibility for any error in details, dimensions and otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Additional Detail Drawings and Instructions

(a) The Contractor will be furnished additional instructions and detail drawings as may be necessary to carry out the work included in the contract and approved drawings. The additional drawings and instructions thus supplied to the Contractor shall be consistent with the contract documents and true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

(b) The Contracting Officer, at any time, without notice to the sureties may, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services for site; or
- (4) Directing acceleration in the performance of the work.

(c) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instructions, interpretations or determination from the Contracting Officer) which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a change order.

(d) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment hereunder.

(e) If any change under this clause causes an increase or decrease in the

Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly, provided, however, that except for claims based on defective specifications no claim for any change under (b) above shall be allowed for any costs incurred more than 20 calendar days before the Contractor gives written notice as therein required. And provided further, that in the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(f) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 calendar days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under (b) above.

(g) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4. Shop Drawings

(a) The Contractor shall submit for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications and approved drawings or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal

so that if any variations are acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(e) If a drawing as submitted indicates a departure from the contract requirements which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawing.

5. Specifications and Drawings

(a) The Contractor shall keep on the work site a copy of the drawings and specifications including all authorized change orders, and shall at all times give the Owner, Contracting Officer and their representatives access thereto.

(b) All drawings and specifications and copies thereof furnished by the Contracting Officer are his property and shall not be used on other projects without his consent. Upon completion of this project all copies of the drawings and specifications except the signed contract sets are to be returned to the Contracting Officer upon his request.

6. Special Requirements

(a) Where special requirements, provisions or specifications or detailed specifications are attached hereto or are included in the proposal they shall be considered a part of these general conditions or specifications or detailed specifications as fully as if contained herein. Should any special provisions be in conflict with these general conditions or specifications or detailed specifications, said special requirements, provisions or detailed specifications shall govern.

(b) Person in charge of electrical wiring and installations shall be a licensed Master Electrician and/or registered electrical engineer in Guam.

7. Explanation to Bidders

No oral explanation in regard to the meaning of the drawings and specifications will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of drawings and specifications should be communicated in writing to the Contracting Officer for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them. Every interpretation made to a bidder will be in the form of an addendum to the contract documents which, if issued, will be sent as promptly as practicable to all persons to whom the drawings and specifications have been issued. All such addenda shall become part of the contract documents.

III. BIDS, BIDDER RESPONSIBILITIES

1. Conditions at Site or Building

(a) Bidders should visit the site and shall be responsible for having ascertained pertinent conditions such as location, accessibility, and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his bid. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the conditions thereof, accessibility or the amount of kind of work to be performed.

2. Submission of Bids

(a) The bidder is required to bid on all items called for in the Bid Form.

(b) Bids shall be submitted on the forms furnished or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind may be rejected by the Owner as being incomplete.

(c) Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", (agent or other designation, without disclosing his principal), may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

3. Bid Guarantee

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the total bid amount for which an award can be made. Bid guarantee may be bid bond (form enclosed), certified check or cashier's check. Bid bond shall be signed by the bidder, two major officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety and shall be accompanied with copies of current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident

General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf. Certified check or cashier's check must be issued by a banking institution licensed to do business on Guam and shall be made payable to the Treasurer of Guam. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for a period of sixty (60) calendar days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a formal contract with the Owner in accordance with the form of agreement included as a part of the contract documents, and that the required performance and payment bond will be given; and that in the event of the withdrawal of said bid within said period, or the failure to enter into said contract and give said bond within fifteen (15) working days after he has received notice of the acceptance of his bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular hereof. The bid guarantee shall be returned to all except the three lowest bidders within three days after the formal opening of bids. The bid guarantee of the second and/or third low bidder shall be returned thirty (30) calendar days after the bid opening date upon request, provided that he has not been notified by the Owner of the acceptance of his bid prior to the date of such request. The bid guarantee of the lowest qualified bidder shall be returned within forty eight (48) hours after the Owner and the qualified bidder have executed the contract.

4. Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right to the withdrawal of the bid after it has been opened.

5. Publicity of Bids

At the time fixed for the opening of bids, the contents of the bids will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

6. Receipt and Opening of Bids

(a) Bids will be opened publicly at the time and place stated in the invitation for bids. The officer whose duty it is to open them will decide when the specified time has arrived and bids received thereafter will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

(b) Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to time set for opening.

7. Rejection of Bids

The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner and to reject the bid of a bidder who is not in a position to perform the contract.

8. Award of Contract

(a) The contract will be awarded as soon as possible to the bidder who is both responsive and responsible and whose proposal offers the lowest annual leaseback rate to the government of Guam for a fixed Thirty (30) year term, provided it is in the interest of the Owner to accept his bid.

(b) The Owner reserves the right to waive any informality in bids received when such waiver is in the interest of the Owner. The Owner also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by the Owner.

9. Performance and Payment Bond

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

10. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of same.

11. 5 GCA 58D106. Contractor Responsibilities.

The contractor will work with GDOE to develop the comprehensive capital improvement plan in connection with the design of a renovated or construction of a new Simon Sanchez High School. Further, the contractor shall be responsible for all costs, expenses and fees of any kind or nature, associated with the design, civil improvements, on-site and off-site infrastructure, construction, permits, and financing associated with the completion of SSHS, including the financing of furniture and equipment for SSHS, as, and to the extent, provided by GDOE in the solicitation for renovation or construction of SSHS.

Contractor shall provide a performance bond that covers all major subcontracts; the government of Guam and financing entities, or bondholders, shall be the named obligee under the bond; the government of Guam shall have the sole right to call on the bid bond; and further, that contractor will be assessed with liquidated damages for failure to deliver the school by the specified date.

Contractor also shall be responsible for the capital maintenance of SSHS during the lease-back period, but shall not be responsible for the capital maintenance of the furniture and equipment.

IV. DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

1. Authority of Contracting Officer

The Contracting Officer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Contracting Officer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid or under this contract and shall decide all questions which may arise in relation to paid work and the construction thereof. The Contracting Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Contracting Officer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Contracting Officer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

Any difference or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Contracting Officer.

2. Contractor's Obligations

The Contractor shall, in good workmanlike manner, do and perform all design and construction work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified in accordance with the approved plans and drawings of the work covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Contracting Officer as given from time to time during the progress of the work. He alone shall be responsible for the safety,

efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operations. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on and complete the entire work to the satisfaction of the Contracting Officer and the Owner.

3. Superintendence by Contractor

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress with authority to act for him.

4. Subcontracts

(a) Nothing contained in the specifications or drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

(c) The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.

(d) The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work which are specified to be performed by specialty subcontractors.

(e) The Owner will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

(f) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Owner any exercise over the Contractor under any provisions of the contract documents.

5. Subletting

Subletting part of the work is permitted. However, bidder must note that subletting in excess of the following is not allowed:

(a) Where the subletting is for both labor and material, total cost of sublet work shall not exceed 49% of the contract amount.

(b) Where subletting is for labor only, sublet work cost shall not exceed 20% of the total contract amount. Information concerning subcontracts must form a part of the bid documents and shall be submitted on standard "Subcontract" information form.

6. Assignments

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner and of all the sureties executing any bonds on behalf of the Contractor in connection with said contract. In case the Contractor assigns the whole or any part of said contract or assigns all or any part of any monies due or to become due under said contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor or otherwise shall be subject to all of the terms and conditions of said contract or supplemental thereto, the rights and remedies of the Owner thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of said contract.

7. Equal Opportunity

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The Contractor will take affirmative action to insure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said

labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Hiring of Apprentices

The Contractor shall hire for performance of work under this contract apprentice(s) to be employed in the performance of work under this contract in accordance with Executive Order No. 2012-04 date Feb. 17, 2012 (**See Attachment "A" to General Conditions**).

9. WAGE AND BENEFITS DETERMINATION FOR SERVICES

Offerors submitting proposals must pay employees providing services procured through this IFB in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the U.S. Department of Labor's website: <http://www.wdol.gov>.

Offerors submitting proposals must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802.

All persons employed on this project shall be paid not less than minimum wage applicable to the corresponding skill or craft as determined by the Department of Labor, Government of Guam. Prevailing wage rates of Department of Labor, Government of Guam are attached herewith and shall be deemed a part of the contract documents.

For the latest U.S. Department of Labor Wage Determination: Guam, Northern Marianas Islands, visit <http://www.wdol.gov/wdol/scafiles/std/05-2147.txt>

10. Laws, Permits and Regulations

(a) Building permit for the project shall be secured by the Contractor. Building permit and plan checking fees shall be paid for by the Contractor.

(b) The Contractor shall pay all fees and charges for connection to outside service and use of property other than the site of the work for storage of materials

or other purposes.

(c) The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to work hereunder unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirement of this contract is a variance with applicable laws, ordinances, regulations, or building code requirements, he shall promptly notify the Contracting Officer and any necessary adjustment of the contract shall be made as specified under Changes in Work.

11. Contractor's and Subcontractor's Insurance

(a) The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

(b) Workman's Compensation and Employer's Liability Insurance-The Contractor shall take out and maintain during the life of this contract the statutory Workman's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

(c) Bodily Injury Liability and Property Damage Liability Insurance-The Contractor shall take out and maintain during the life of this contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

(1) Bodily Injury Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per person for injuries including wrongful death and in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for injuries including wrongful death resulting from one accident.

(2) Property Damage Insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) for damages resulting from any one accident and in an amount not less than One Hundred Thousand Dollars

(\$100,000.00) for damages resulting from all accidents.

(d) Owner's Protective Liability Insurance - The Contractor shall take out and furnish to the Owner and maintain during the life of this contract complete Owner's protective liability insurance in amounts as specified in paragraph 11 (c), above for bodily injury liability insurance and for property damage liability insurance.

(e) Fire Insurance - The Contractor shall insure the building or other work included in this contract against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance endorsement, in an insurance company or companies acceptable to the Owner, the amount of the insurance at all times to be at least equal to the amount paid on account of work and materials and plus the value of work or materials furnished or delivered but not yet paid for by the Owner. The policies shall be in the names of the Owner and the Contractor, and their interests may appear. Certificates of the insurance company as to the amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before monthly partial payments are made.

**12. Supplemental to Contractor's and Subcontractor's Insurance
(Not Applicable)**

(a) Flood Hazard Insurance - The Contractor during the life of this contract shall secure and maintain Flood Hazard Insurance in the amount equivalent to 100 percent (100%) of the contract amount for all damages. The policies shall be in the name of the Owner and the Contractor.

A certificate of the insurance company as to amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before commencing work.

13. Accident Prevention

(a) Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

(b) Should typhoon warnings be issued, the Contractor shall take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

14. Protection of Work and Property

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and other facilities required for protection by laws and regulations and local conditions must be provided and maintained.

15. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss of injury or property and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Contracting Officer, as the situation may warrant. He shall notify the Contracting Officer thereof immediately thereafter of any compensation claimed by the Contractor. Substantiating documents regarding expenses shall be submitted to the Owner through the Contracting Officer and the amount of compensation shall be determined by agreement or arbitration.

16. Mutual Responsibility of Contractors

If the Contractor or any of his subcontractors or employees causes loss or damage to any separate contractor on the work, the Contractor agrees to settle with such separate contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any loss so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any expenses or judgment arising therefrom.

17. Use of Premises and Removal of Debris

The Contractor expressly agrees to undertake at his own expense

- (a) Smoking and use of any tobacco products inside the school premises is strictly prohibited;
- (b) To take every precaution against injuries to persons or damages to property;
- (c) To comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of other facilities;
- (d) to perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without additional expense to the Owner;
- (e) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;

- (f) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (g) to frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation so that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (h) to effect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the Contracting Officer, not to cut or otherwise alter the work of any contractor;
- (i) before final payment; to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, to put the site in a neat, orderly condition and to thoroughly clean and leave reasonably dust free all furnished surfaces.

18. Obstructions

The Contractor shall at his own expense remove all obstructions, the removal of which shall be necessary for the proper reception, performance, construction, installation and completion of all work under this contract.

19. Site of Contractor's Operations

The Contractor shall confine all construction operations within the vicinity of the site and shall arrange his work so that all construction materials and equipment are placed in such manner and location that there may be a minimum of interference or inconvenience inflicted upon the public and employees of the Government.

20. Barricades

The Contractor shall erect, install and maintain all temporary public walks, warning signs, barricades or other protective means in and around the site as deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

21. Electrical Energy

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits and provide and maintain his own electrical power and light as required and necessary in the progress of any branch of the work. He shall provide all temporary wiring necessary.

22. Water

The Contractor shall make all necessary applications, pay all fees and charges, and obtain necessary permits for construction of temporary water required for use on this project. The nearest available source of water tap shall be verified by the Contractor. The Contractor shall be responsible for all expenses required for conveying water to the site from the available nearest source.

23. Signs

The Contractor shall erect a sign at the project site at his own expense. The location of sign shall be as directed by the Contracting Officer. Size of signs, lettering, and other pertinent data that should appear on the sign will be furnished by the Contracting Officer to the Contractor.

V. QUALITY OF WORK

1. Engineering and Layout

(a) The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

(b) The Owner has established or will establish such general reference points as will, in his judgment, enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been destroyed or displaced, he shall promptly notify the Owner.

(c) The Contractor shall protect and preserve the established bench marks and monuments and shall make no changes in location without the written approval of the Owner. Any of them which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall be subject to prior approval by the Owner, be replaced and accurately located by the Contractor.

2. Shop Drawings, Materials and Workmanship

Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

Shop Drawings

(a) The Contractor shall submit, for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications or that may

be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that if applicable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(e) If a drawing as submitted indicates a departure from the contract requirements which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawings.

(f) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph 2 (e), shall not be construed (1) as permitting any departure from the contract requirements; (2) as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Standards

(a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Invitation for Bids, except as limited to type, class or grade or modified in such reference.

(b) The standard referred to, except as modified in the specifications, shall have

full force and effect as though printed in the specifications. These standards are not furnished to bidders for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish, upon request, information as to how copies of such standards may be obtained.

(c) Reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form of type of construction which in the judgment of the Contracting Officer expressed in writing is equal to that specified.

4. Samples

(a) The Contractor shall furnish for the approval of the Contracting Officer any samples required by the specifications or that may be required by the Contracting Officer of any and all materials or equipment he proposes to use and shall prepay all shipping charges on the samples.

(b) No samples are to be submitted with bids.

(c) No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Contracting Officer, save only at the Contractor's risk and expense.

(d) Each sample shall have a label indicating the material represented its place of origin and the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be so marked as to indicate where the materials represented are required by the drawings or specifications.

(e) A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor and contain a list of the samples, the name of the building or work for which the materials are intended, and the brands of the materials and names of the manufacturers.

(f) The approval of any sample shall be only for characteristics or for the named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approval of samples of hardware in good condition may be suitably marked for identification and used in the work.

(g) Failure of any material to pass the specified tests will be sufficient cause for

refusal to consider under this contract any further samples of the same brand or make of that material.

(h) Test samples as the Contracting Officer may deem necessary will be procured from the various materials or equipment delivered by the Contractor for use in the work. If any of these test samples fail to meet the specifications requirement, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements, or at the discretion of the Owner, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the contract price. The cost of the tests will be borne by the Owner except where laboratory tests as hereinafter specified are required by the specifications.

5. Laboratory Tests

(a) Any specified laboratory tests of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Contracting Officer, and the reports of such tests shall be submitted to the Contracting Officer. The cost of the testing shall be paid for by the Contractor.

6. Methods

The Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with work embraced under these specifications, drawings and contract to secure a rate of progress which will secure completion of the work within the time specified. If, at any time before commencement of work, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of work or said rate of progress, the Contracting Officer may order the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order. The failure of the Contracting Officer to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of work and said rate of progress and the completion of the work as required herein.

7. Labor and Materials

The Contractor shall furnish all labor, materials and equipment for the execution of the work according to the drawings, specifications and contract, and where no specifications are contained therein for whatever may be necessary, shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes and other rough items of installation if not clearly so shown on the drawings in a manner acceptable to the

Contracting Officer. Structural safety shall not be impaired by such concealment. Work not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified. All material finished for and used in the job shall be of kind and grade specified and where not specifically called for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential and the Contractor guarantees to accomplish same for the entire work.

8. Guarantee of Work

(a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for five (5) years from the final completion of the contract or from full occupancy of the building by the Owner, whichever is earlier.

(b) If within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Contracting Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and

(2) Make good all damages to the building or site or equipment or contents thereof which, in the opinion of the Contracting Officer, are the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the **terms of the contract**.

(c) In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.

(e) All special guarantees applicable to definite parts of the work shall be stipulated in the specifications or other papers forming a part of the contract and shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

9. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the work relieve the Contractor from the responsibility of securing the quality and progress of work as required by these specifications.

Any defective work that may be discovered before the completion of the work or within such time as required by the bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and contract.

The fact that the Contracting Officer or his representatives may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

The Contracting Officer may at any time by order given in writing stop any work not being done according to drawings and specifications and any order so given shall not in any way relieve the Contractor from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

VI. INSPECTION OF WORK

1. Access to the Work

The Contracting Officer and his representatives shall have access at all times to the work for inspection whatever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

2. Inspectors

Inspectors may be placed by the Contracting Officer to supervise each and every subdivision of the work or any parts or process thereof. The Contracting Officer and the inspectors shall have free access to all parts of the work at all times and shall be given every facility, information and means of thoroughly inspecting the work done and the materials used or to be used.

The inspectors shall at all times be free to perform their duties and any intimidation of any inspector by the Contractor or the employees thereof shall be sufficient

reason, if the Owner shall so decide, to annul the contract.

3. As-Built Drawings

A contract set of drawings shall be maintained at the site with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings not used for construction purposes which shall be kept up to date as the job progresses and shall be made available for inspection by the Contracting Officer at all times. Upon completion of the contract this set of drawings shall be delivered to the Contracting Officer.

4. Inspection

(a) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and testing by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Contracting Officer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be satisfactorily replaced with proper materials and the Contractor shall promptly segregate and remove the rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such materials and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in paragraph 5 of Section VII, Time for Performance, the Contractor and surety being liable for any damage to the same extent as provided in said paragraph 16 for termination thereunder.

(b) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests that may be required by the Contracting Officer. All inspections and tests shall be performed in such manner as not to unnecessarily delay the work. Special, full-size and performance tests shall be as described in the specifications. The Contractor shall be charged with any cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

(c) Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting

the test plus 15 percent shall be allowed the Contractor and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

5. Final Inspection

When the work is substantially completed, including the demolition of the existing SSHS buildings, as directed, the Contractor shall notify the Owner, in writing, that the work will be ready for final inspection and test on a definite date which shall be stated in such notice. The notice shall be given at least ten (10) calendar days in advance of said date and shall be forwarded through the Contracting Officer who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the work will be ready for final inspection or tests on the date given but such endorsement shall not relieve the Contractor of this responsibility in the matter.

VII. TIME FOR PERFORMANCE

1. Prosecution of the Work

The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in the locality.

2. Suspension of Work

- (a) Suspension for Convenience. - The Director of Public Works or the head of a Purchasing Agency may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of the time as the Director of Public Works or the Head of a Purchasing Agency may determine to be appropriate for the convenience of the territory.
- (b) Adjustment of Cost - If the performance of all or any parts of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Director of Public Works or the Head of a Purchasing Agency in the administration of this contract, or by the failure of the Director of Public Works or the Head of a Purchasing Agency to act within the time specified in the contract (or if no time specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract necessarily caused by such unreasonable suspension, delay, or interrupted and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent:

- (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor; or
- (2) For which an adjustment is provided for or excluded under any other provision of this contract.

(c) Time Restriction on Claim - No claim under this clause shall be allowed:

- (1) For any costs incurred more than twenty (20) days before the contractor shall have notified the Director of Public Works or the Head of a Purchasing Agency in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from suspension order); and
- (2) unless the claim is asserted in writing as soon as practicable after the termination of such suspension , delay, interruption, but no later than the date of final payment under the contract.

- (d) Adjustments of Price - Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

3. Termination for Convenience

(1) Termination - The Procurement Officer may, when the interest of the territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated becomes effective.

(2) Contractor's Obligations - The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the territory. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

- (1) Right to Construction and Supplies - The Procurement Officer may require the contractor to transfer title and deliver to the territory in the

manner and to the extent directed by the Procurement Officer:

- (a) any completed construction; and
- (b) such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and contract rights (hereinafter called construction material) as the contractor has specifically produced or specially acquired for the performance of the terminated part of the contract.

The contractor shall protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such construction, supplies, and construction materials in accordance with the standards of 14 GCA §2706 (UCC). (See end of Subsection 6101 (10)(d) for code quotation.) This in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

(2) Compensation

- (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations, bearing of such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with subparagraph (c) of this Paragraph.
- (b) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data submitted as required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of construction materials under Paragraph (3) of this clause, and the contract price of the work not terminated.
- (c) Absent complete agreement under Subparagraph (b) of this paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph:
 - (i) with respect to all contract work performed prior to the effective date of the notice of termination, the total (without

duplication of any items) of:

- (A) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such work; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (B) Cost of settling and paying claims arising out of the termination of subcontractors or orders pursuant to Paragraph (2) of this clause. This cost must not include cost paid in accordance with Subparagraph (c)(I)(A) of this Paragraph.
- C) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Paragraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of any sales of construction materials under Paragraph (3) of this clause, and the contract price of work not terminated.
- (d) Cost Claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

4. Remedies Clause

Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

3. Climatic Conditions

(a) When so ordered by the Contracting Officer, the Contractor shall suspend any work that may be subject to damage by climatic conditions.

(b) Contract Completion Time. The allowable work days for this contract were calculated after allowing for the following number of lost days in each month. Time extension on account of inclement weather will be allowed only if the daily report of the Contracting Officer's inspector indicates lost days beyond the limits shown below. Time extension on account of inclement weather on Saturday and Sunday shall be granted only if the Contractor confirms in writing at least seven (7) calendar days in advance his intention to work on weekends.

Month	Non-Working Days	Month	Non Working Days
January	07	July	10
February	05	August	11
March	05	September	12
April	04	October	10
May	05	November	07
June	06	December	07

4. Progress Report

The Contractor shall submit monthly progress report in triplicate to the Contracting Officer briefly setting forth work accomplished.

5. Owner's Right to Stop Work or Terminate Contract, Delays, Damages

(a) If:

(1) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors;

(2) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 calendar days;

(3) The Contractor shall refuse or fail, after Notice of Warning from the

Contracting Officer, to supply enough properly skilled workmen or proper materials; or

(4) The Contractor shall refuse to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;

(5) The Contractor shall fail to make payments as specified to persons supplying labor or materials for the work, or;

(b) Non-Performance or Delay, Damages for Delay, Time Extensions

(1) **Default.** If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this contract, or any extension thereof fails to complete said work within such time, or commits any other substantial breach of this contract, and further fails within fourteen (14) days after receipt of written notice from the Procurement Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Procurement Officer may, by written notice to the contractor, declare the contractor in breach and terminate the contractor's right to proceed with the work or such part of the work as to which there has been delay. In such event the territory may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the contractor's right to proceed with the work is terminated, the contractor and the contractor's sureties shall be liable for any damage to the territory resulting from the contractor's refusal or failure to complete the work within the specified time.

(2) **Liquidated Damages Upon Termination.** If fixed and agreed liquidated damages are provided in the contract, and if the territory so terminates the contractor's right to proceed, the resulting damage will consist of such reasonable time as may be required for final completion of the work.

(3) **Liquidated Damages in Absence of Termination.** If fixed and agreed liquidated damages are provided in the contract, and if the territory does not terminate the contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

(4) **Time Extension.** The contractor's right to proceed shall not be so terminated nor the contractor charged with resulting damage if:

(a) The delay in the completion of the work arises from causes such as; acts of God; acts of the public enemy; acts of the territory, and any other territorial entity in either a sovereign or contractual capacity; acts of another contractor in the performance of a contract with the territory; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of subcontractors due to cause similar to those set forth above; or shortage of materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of materials, unless the contractor furnished to the Procurement Officer proof that the contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work, and further proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the contractor's operations' and

(b) The contractor, within ten days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the contract), notifies the Procurement Office in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.

(5) **Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the right and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstance, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modifies accordingly.

(6) **Additional Rights and Remedies.** The rights and remedies of the territory provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

VIII. CLAIMS, PAYMENTS

1. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payments.

2. Claims

The Contractor agrees whenever required to do so by the Owner to furnish satisfactory evidence that all persons, firms or corporations who have done work or supplied materials under these specifications have been paid or have been duly notified of the completion of the work and have been secured to their satisfaction before the said Contractor shall be entitled to final payment.

In case such evidence is not furnished or in case any claim is filed with the Owner or any suit or action is instituted against the Owner as defendant or garnishes or against the Contractor in connection with the work performed or to be performed under the drawings, specifications or contract, the Owner may retain from the money due or to become due to the Contractor such sum or sums as in the judgment of the Contracting Officer will fully protect the Owner from loss, charge or expense by reason of such claim, suit or action. The Owner without prejudice to any other and further rights, may make any and all deductions for any loss, charge or expense sustained by it to which it would be entitled under the contract specifications or bond, or otherwise before paying over the balance of the sum or sums retained as aforesaid, if any, to the Contractor, his creditor, or any successful claimant against the Contractor.

No payment made or retained under this contract shall be held to relieve the Contractor and/or his sureties from his and/or their obligations under this bond to hold harmless and indemnify the Owner or its agents from any and all loss, charge or expense by reason of any unpaid claim whatsoever.

3. Claims Based On The Director Of Public Works or the Head of a Purchasing Agency's Actions or Omissions

(1) **Notice of Claim.** If any action or omission on the part of the Director of Public Works or the head of the Purchasing Agency or designee of such officer, the requiring performance changes within the scope of the contract constitute the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, damages, or an extension of time for completion, the contractor shall continue with the performance of the contract

in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim or additional compensation damages, or an extension of time for completion; provided;

(a) The contractor shall have given written notice to the Director of Public Works, the head of the Purchasing Agency, or designee of such officer:

- (i) Prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
- (ii) Within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or
- (iii) Within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and

(c) The contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

(2) **Limitations of Clause.** Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

(3) **Adjustments of Price.** Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

4. Waiver of Mechanics Liens

Contractor waives any right that he now has or in the future may have to claim a mechanic's lien against the real property or improvements thereon which are the subject of this contract, to secure payment for labor and materials furnished or to be furnished by him under this contract.

5. Schedule of Values

Within three days after receipt of notice to proceed, the Contractor shall submit for approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the Contracting Officer. These values will be used for determining partial payments and as a basis for changes in work as outlined in the General Conditions.

6. Taxes

The Contractor shall, without additional expense to the Owner, pay all applicable taxes. The successful bidder will be required to comply with the applicable sections of Titles 11 and 21 of the Guam Code Annotated, as regards to licenses and taxes. In addition to the general contractor's liability, subcontractors are also subject to these provisions. Subcontractors are also required to possess Guam Service Licenses. The Contractor will be required to submit a list of his subcontractors and the monetary amount of each subcontract.

Tax and Withholding Liability. The Consultant assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. Consultant is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Consultant and Consultant's employees or agents under this Agreement or the compensation paid to Consultant for services performed under this Agreement, unless Consultant is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this contract will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

7. Materials, Services and Facilities

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete and deliver

the work within the specified time.

8. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

9. Payment by Contractor

The Contractor shall pay;

(a) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used;

(c) To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of such subcontractor's interest therein.

10. Extras

Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the Owner and either the price is stated in such order or a definite acknowledgment is made that a change in price is involved subject to later determination.

11. Differing Site Conditions (Please refer to Alternative "B" for this project)

(Alternative A)

(1) Notice - The contractor shall promptly, and before such conditions are disturbed, notify the Director of Public Works or the Head of a Purchasing Agency of:

- (a) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or
 - (b) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- (2) Adjustment of Price or Time for Performance - After receipt of such notice, the Director of Public Works or the Head of a Purchasing Agency shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
 - (3) Timeliness of Claim - No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in this clause; provided, however, that the time prescribed therefor may be extended by the Director of Public Works or the Head of a Purchasing Agency in writing.
 - (4) No Claim After Final Payment - No claim by the contractor for an adjustment thereunder shall be allowed if asserted after final payment under this contract.
 - (5) Knowledge - nothing contained in this clause shall be grounds for an adjustment in compensation if the contractor had actual knowledge of the existence of such conditions prior to the submission of bids.

(Alternative B)

The contractor accepts the conditions at the construction site as they eventually may be found to exist and warrants and represents that the contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the contractor's own cost and expense, anything in this contract to the contrary notwithstanding.

12. Price Adjustment

(1) Any adjustment in contract pursuant to clauses in this contract shall be made in one or more of the following ways:

- (a) By agreement on fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

- (b) By unit prices specified in the contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or
 - (e) in the absence of an agreement between parties, by a unilateral determination by the Director of Public Works or the Head of a Purchasing Agency of any cost attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Director of Public Works or the Head of a Purchasing Agency in accordance with generally accepted accounting principles with applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Act.
- (3) Submission of Cost or Pricing Data - The contractor shall submit cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

13. Changes in Work

(a) The Owner may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. However, no change will be made which increases the total contract price without notice to sureties. In making any change, the charge or credit for the change shall be determined by the following method:

(1) The actual cost of:

- I. Labor, including foreman
- II. Materials entering permanently into the work
- III. Equipment rental cost during time used on extra work
- IV. Power and consumable supplies
- V. Insurance
- VI. To the above cost there shall be added a fixed fee to be agreed upon, but not to exceed 15% of the net cost. This fee shall be compensation to cover the cost of supervision, overhead, bond, profit and other general expenses.

(b) The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

(c) In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

(d) If any part of the work as installed is at variance with the contract requirements, the Owner may, if he finds it to be in his interest, allow all or any part of such work to remain in place subject to a proper adjustment in the contract price.

14. Payment to Contractor

(a) Unless otherwise provided in the specifications, the Owner will make partial payments to the Contractor after receipt and approval of the request for partial payment covering the work performed during the proceeding calendar month. No payments for installed materials on the site will be made unless such request is accompanied by a receipt or certification showing that the Contractor has made payment in full for such work done. In preparing such estimates, preparatory work done shall not be considered for payment. Materials delivered to site shall be considered for payment subject to the following conditions:

(1) The material shall be kept in a safe and enclosed warehouse or area located on site with restricted access.

(2) The receipt and issue of material must be controlled by a stock card kept in the warehouse.

(3) Insurance coverage required under Section 11, Chapter IV of the General Conditions shall include insurance of such material and shall include theft insurance.

(4) Request for payment must be accompanied with certification and receipts indicating the cost of material and showing that Contractor has made full payment for such material.

(b) In making such partial payments there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of all work covered by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize payment in full of each progress payment for work performed beyond the 50 percent stage of completion. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may

release to the Contractor all or a portion of such excess amount.

(c) All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payment have been made, or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Release of Claims - Neither the final payment or any part of the retained percentage shall become due until the Contractor shall deliver to the Owner through the Contracting Officer a complete release of all claims against the Owner arising under and by virtue of this contract, including claims of all subcontractors and suppliers of either materials or labor, other than such claims, if any, as may be specifically excepted by the Contractor.

(e) Certificate of Completion - Upon completion and acceptance of all work whatsoever required and the release of all claims against the Owner as specified, the Contracting Officer shall file a written certificate with the Owner and with the Contractor as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation therefore.

(f) Final Payment - Within thirty (30) calendar days after the filing of such certificate of completion, the Owner shall pay to the Contractor the amount therein stated less all prior payments and advances whatsoever to or for the amount of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment which is throughout this contract called Final Payment.

(g) Acceptance of Final Payment Constitutes Release - The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payments if this payment be improperly delayed. No payments, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bonds.

IX. MISCELLANEOUS

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if

made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

2. Mandatory Disputes Clause

1.1 The Government and the Contractor agree to attempt resolution of all controversies which arise under, or are virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the Contractor shall request the Government in writing to issue a final decision within six days after receipt of the written request. If the Government does not issue a written decision within six days after written request for final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as though the Government had issue a decision adverse to the Contractor.

1.2 The Government shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

1.3 The Government's decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision.

1.4 This subsection applies to appeals of the Government's decision on the dispute. For money owed by or to the Government under this Agreement, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the Government or from the date when a decision should have been rendered. For all other claims by or against the Government arising under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the Government. Appeals to the Office of the Public Auditor must be made within sixty days of the Government's decision or from the date the decision should have been made.

1.5 The Contractor shall exhaust all administrative remedies before filling an action in the Superior Court of Guam in accordance with applicable laws.

1.6 The Contractor shall comply with the Government's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where the Contractor claims a material breach of this Agreement by the Government. However, if the Government determines in writing that continuation of services under this Agreement is essential to the public's health or safety, then the Contractor shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by the Government.

3. **Compliance with Arts in Public Facilities, Article 2 of Chapter 8 of Title 1 Guam Code Annotated**

-END OF GENERAL CONDITIONS-



OFFICE OF THE GOVERNOR
HAGÁTÑA, GUAM
U.S.A.

EXECUTIVE ORDER NO. 2012-04

RELATIVE TO AMENDING EXECUTIVE ORDER NO. 2000-10 TO
PROMOTE ON-THE-JOB TRAINING AND THE HIRING APPRENTICES
FOR GOVERNMENT OF GUAM CONSTRUCTION PROJECTS

WHEREAS, on April 11, 2000, Executive Order No. 2000-10 *Relative to Enhancing the Apprentice Training Program Through Hiring of Apprentices for Government of Guam Construction projects* was enacted for the purpose of requiring the employment of apprentices to assist the Guam Department of Labor in encouraging the employment and training of local labor in the construction industry; and

WHEREAS, since the enactment of Executive Order No. 2000-10, other certified apprentice training programs, including programs supported by the Department of Public Works which offer on-the-job (OJT) training, have become available to supplement the existing programs offered by the Guam Contractors Association and the Guam Community College; and

WHEREAS, apprenticeship programs provide valuable local labor opportunities for individuals desiring to learn new skills and enter the construction industry, thus lowering unemployment levels and reducing dependency on alien workers; and

WHEREAS, it is in the best interest of the Territory to require the employment of apprentices on Government of Guam construction projects; and

NOW, THEREFORE, I, EDWARD J.B. CALVO, *I Maqulihen Guåhan*, Governor of Guam, by virtue of the authority vested in me by the Organic Act of Guam, as amended, do hereby ORDER that Executive Order No. 2000-10 is amended and re-enacted as follows:

1. Government Policy. It is the policy of the Government of Guam that all construction projects funded in whole or in part by local or federal funds shall require the contractor to employ at least One (1) apprentice for every Ten (10) workers for the duration of each project, and not less than One (1) apprentice per project. This requirement may only be waived if the contracting agency certifies that no apprentice is available.
2. Application to All Construction of Public Works Projects over One Hundred Thousand Dollars (\$100,000). This Executive Order applies to all public works construction projects such as the erection, maintenance, rehabilitation, repair, or demolition of any public building, roadway, or any public facility as defined in

SPECIAL PROVISIONS

SPECIAL PROVISIONS

1. General Intention.

It is the declared intention and meaning to provide and secure the design and construction of **“Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of Simon Sanchez High School, Project no. 730-5-1057-L-YIG”.**”

2. Contractor.

The Contractor and each and every subcontractor shall read the entire Bid Documents and by the act of submitting a bid, shall be deemed to have accepted all conditions contained therein.

3. Standards.

The standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. In case of difference between the referenced standards and its accompanying drawings, accompanying drawings shall govern to the extent of such difference; otherwise the referenced standards shall apply. Extra care shall be exercised to refer in requests for quotations in orders and in subcontracts to all modifications thereof.

4. Time for Completion.

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed (NTP) and the design and construction shall be completed within **Seven Hundred Thirty (730) calendar days** after issuance of NTP complete and ready for use.

5. Liquidated Damages.

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that liquidated damages shall be assessed for each calendar day the work remains incomplete.

If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Government of Guam the amount *of one-fourth of one percent of the contract value per calendar day* not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Government of Guam because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Government of Guam would in such event sustain, and said amounts shall be retained from time to time by the Government of Guam from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due

- a) To any preference, priority or allocation order duly issued by the Government of Guam.
- b) to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, acts of the Government of Guam, acts or another Contractor in the performance of a contract with the Government of Guam, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and
- c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further that the Contractor shall, within seven (7) calendar days from the beginning of delay, notify the Contracting Officer in writing of the causes of the delay who will ascertain the facts and extent of the delay and notify the Contractor within reasonable time of his decision in the matter.

Contractor must note that Guam by nature has frequent rainfall causing suspension of work. Said suspensions shall not qualify for time extensions unless the weather is unusually severe.

6. Tax and Withholding Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement, unless Contractor is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this contract will be

withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

END OF SPECIAL PROVISIONS

GENERAL STATEMENT OF WORK

GENERAL STATEMENT OF WORK

I. OBJECTIVE

It is the primary objective of the Government of Guam and the education agency, (Department of Education) to solicit through the Department of Public Works, in compliance with the Guam procurement law, for the renovation or construction of the SSHS under a thirty lease-back arrangement together with insurance and maintenance of the education facility over the lease-back period according to the needs of the education.

II. PROJECT DESCRIPTION AND LOCATIONS

Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of Simon Sanchez High School, Project no. 730-5-1057-L-YIG.

III. GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES:

- A. Prospective bidders shall visit and inspect the site for all required conditions that will impact their work and make proper adjustments for these unique needs. No extra compensation will be made to this firm bid project based on any misunderstanding or error as regards to the site condition, or accessibility or the kind of work to be performed.
- B. Contractor shall provide all required figures/ drawings and details, engineering works, new materials and installation and commissioning services for this project.
- C. The contractor shall be professionally responsible for the services performed under this contract. Contractor shall be responsive to all required government criteria, information, guidance and review for comments. All services shall be in full compliance with all required Federal and Local requirements.
- D. All work sites shall be kept clean and all tooling and material must be verified in safe control during daily field work. Daily debris must be moved offsite or to a designated staging area.
- E. Upon completion of the newly renovated and/or reconstructed SSHS the existing school structure and facilities are to be demolished and materials removed, as instructed.
- F. **All other items not detailed shall be assumed included to make the system work complete and ready for use**

IV. SPECIFIC SCOPE OF WORK:

The following listings define the known scope of work needed for the project.

A. Demolition, disposal and area restoration

1. All demolition work shall be part of the scope of work. All salvageable materials shall be coordinated with DOE or DPW representatives prior to disposal.

2. All disturbed areas affected by demolition and new construction shall be graded and compacted. A minimum of 4" top soil shall be spread all over affected areas. Hydroseeding is required and shall be maintained until the grass are fully grown.

C. Design Work Requirements

NEW SIMON SANCHEZ HIGH SCHOOL SPECIFICATIONS

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Proposed Design	Error! Bookmark not defined.

School Facility Building Structure Contents

The New Simon Sanchez High School shall be designed and built to accommodate a student capacity of 2,300 students and contain 122 classrooms. The building structure will consist of the following:

- High School Building
 - Classrooms
 - Administrative and Student Support Offices
 - Cafeteria
 - Gymnasium
 - Library
 - Fine Arts Auditorium
 - Multi-purpose Room
 - Courtyard/Rotunda
- Staff and Student Parking
- Outdoor Sports Facilities
 - Track and Field
 - Multi-Sport Football/Soccer Field
 - 8 Lane Running Track
 - Baseball and Softball Fields

The new Simon Sanchez High School shall be constructed in compliance with the latest International Building Codes (as adopted) and Local Building Laws and Regulations. The new Simon Sanchez High School structure will be constructed within the school property on its available open field. Placement of the structure shall be based on the design outcome of the specifications herein.

Classrooms

There will be a total of 122 classrooms with a dimension of 32' X 30'. The breakdown of classrooms will be:

SUBJECT	NUMBER OF CLASSROOMS
English	22
ESL English	2
SPED English	2
Mathematics	16
ESL Math	1
SPED Math	2
Science	16
ESL Science	1
Social Studies	16
ESL Social Studies	1

SPED Basic Life Skills	2
Guam Community CTE Programs* <ul style="list-style-type: none"> • ProStart • Marketing • Lodging Management Program • Allied Health • Electronics • Carpentry • Automotive • Visual Communication 	8
Business	5
Fine Arts	6
Physical Education	5
Health	4
World Language	3
Family and Consumer Sciences (FACS)	3
JROTC	2
Chamorro	5
GRAND TOTAL	122

Classroom Design Description

- Classrooms with a capacity of 32 students per classroom and shall have a 32' x 30' Dimension.
- Classroom storage room (15' x 12') must be securable with appropriate door hardware and large enough to store audio visual cart, class set books, 2 computer desktops. Storage room shall not impede classroom dimensions.
- Classroom equipment/cabinets/woodwork must be made of school grade quality and shall not contain pressboard type materials.
- Each classroom must have sufficient electrical and data wiring to include overhead connections for multimedia equipment.
- Classrooms must be equipped with bulletin boards, whiteboards, storage cabinets, storage rooms for AV equipment/mobile carts/etc.
- Classrooms must be equipped with standard educational bulletin boards, whiteboards, and storage cabinets. All doors must be heavy duty with a bottom kick plate, door stopper, door closer, hinges, ADA approved doorknobs, jamb and vision glass for observation. All door locks can be opened with 1 master key.
- GCC classes to be located in a wing separate from the general education classes for Pro-Start, Lodging Management, Marketing, Allied Health, Electronics, and Automotive. GCC CTE classrooms equipped with their respective tools, equipment as required by their programs.

- ESL and SPED classes to be located with their respective general education classes.
- Each classroom will have 2 doors each in cases of emergencies.
- Design classrooms with high windows and more wall space. Rooms with many high windows, allows more natural light coming in. Consider day lighting; it provides physical and psychological benefits to both students and teachers; it reduces electrical energy consumption in the building.
- Design classrooms' with ceiling be 10 feet high and can be used as a teaching tool.
- Design patterns in walls or floors that students can decipher such as periodic table on the ceiling of a chemistry laboratory/classroom.

Courtyard / Rotunda (see proposed drawing)

- Design a holding area for students to congregate as a whole before school (after drop-off); during the breaks and lunch time.
- Design an enclosed rotunda as a center court for holding students and lunch activities, large enough to accommodate all 2,300 students in the courtyard.
- The courtyard shall be designed so that there is a covered walkway surrounding the yard (along the walls) with adequate benches for students to sit before school and during lunches.
- Design must minimize the crevices that students can hide in.
- Design hallways and congregation areas should have adequate amount of benches and/or tables to accommodate when students are out during lunch and break. Benches to be situated away from the walls.
- Design will include centralized Flag Pole
- Design adequate outlets alongside the walls
- Design adequate lighting for night events in the courtyard
- Design a concrete stage with adequate electrical outlets to plug into the built-in public address system and provide for adequate lighting on the stage. The following items shall be included:
 - A concrete cover and concrete flooring elevated 3 ft.
 - A back concrete wall with hidden stairs on each side
 - Adequate outlets for PA systems and lighting on the back wall

Multi-Purpose Room

- Design a 200 pax multi-purpose room adjacent to the gymnasium with a separate entrance from the student parking lot
- Dimension: 64 ' X 64 ' with ceiling brackets and floor brackets for the retractable dividers

- 1 set Boys'/Girls' restroom facility. Restroom facility must be designed to meet the fixture ratios and sizes based on applicable Building Codes, Guam Regulations, and ADA requirements.
- Infrastructure will include
 - Multiple outlets along the walls (10 each) and on the floor (10 each)
 - Storage room (15' x 15') for stackable chairs, folding tables, portable stage
 - ceiling mounted multi-media projector on one end
 - built-in PA/intercom system

Additional Specifications

Design and install a high efficiency HVAC systems along with energy efficient lighting, low-flow plumbing fixtures, storm water management techniques, and roof design to accommodate future installations of photovoltaic panels.

Acoustics

- Design and install acoustic and sound control in offices, classrooms, library, gym, multipurpose rooms to regulate and minimize sound.

Indoor Air Quality / HVAC

- Design and install High efficiency HVAC System with centralized controls for Air Conditioning Units and temperature control.
- Design and install HVAC with automatic thermostats.
- Design and install ventilation system based on Building Code Requirements.

Lighting

- Design and install energy efficient lighting
- Incorporate design for the use of solar lighting

Health & Safety

- Design and install the intercom and school bell system on the interior and exterior of the campus.
- Design campus for maximizing the flow of foot traffic during passing times as well as during evacuations. Identify an adequate area for building evacuations – location
- Design the building to maximize hallways & grounds supervision
- Design facility to control access to grounds/buildings by individuals or POVs
- Design Faculty parking with secured access
- Design Student parking secured access
- Design and install wireless cameras and security alarm system in the interior and exterior of the campus.
- Design and install elevator systems (in the event it will be a 2 or 3-story building). Elevator must be designed to accommodate large equipment, and multiple wheelchairs, etc.
- Design and install access doors to buildings that are self-closing.

- Design Campus-wide Intercom (audio/visual capabilities) and bell system that connects all buildings, classrooms, and sports facilities
- Design Evacuation area markings (room locators)
- Design and install Low flow plumbing fixtures
- Design and install Storm-water management techniques
- Design and install Secured Trash bin area to include a Recycling center for aluminum, bottle, cardboard and
- Design and install Guardhouse /Sentry at each entry point (main entrance and exit)
- Design and install secured perimeter fencing.
- Design and install Off-Site Improvements (Traffic Flow/Sidewalks Requirements)
- Design and install a separate traffic (possibly one-way) from the bus stop by Nissho Terrace to Chalan Pasaheru for student drop off and pick up. This will minimize traffic congestion along Juan Jacinto Road leading to FBLG.
- Design and install access drop-off point (outside of fence line, just off traffic access road) to minimize parents stopping and holding up traffic on main road.
- Design and build sidewalks.

Interior Design / Technology Updates

- All classrooms, hallways, and exterior be wired for Intercom (or Public Address) system with the capability to wire for video feeds into the classrooms
- Design and install wireless cameras and security alarm system in the interior and exterior of the campus
- Secured wireless internet

Grounds Design

- Rain gardens: gardens located on four cardinal points next to building; storm drainage combined with plants divert and filter water, can be visual and used as a resource for instruction--an outdoor classroom--teaching space
- Incorporate landscaping plants;
 - Red palm trees
 - Gardenia
 - Native Trees
- Trees that provide an excellent canopy overtime--lots of shade for students
- Design and install water collection from gutters to irrigate rain garden, plants, trees, school ground...
- Design classrooms with high windows and more wall space. Rooms with many high windows, allows more natural light coming in
 - Design and install day lighting; it provides physical and psychological benefits to both students and teachers; it reduces electrical energy consumption in the building
 - Design and install patterns in the walls or floors that students can decipher
 - Design and install having classrooms' ceiling be 10 feet high and can be used as a teaching tool.

- Design and install a periodic table on the ceiling of a chemistry laboratory/classroom
- Design and install footprints and fossils of amphibians and animals in a courtyard sidewalk
- Design and install fractal pattern in resilient floor tile
- Design and install painting and sealing the laboratory/classroom concrete floor with a large example of DNA strand.
- Painting and sealing the laboratory/classroom concrete floor with large examples of an animal and plant cells
- Develop a contest for students to create artwork (educational, esthetics, appreciation) for the school; student art work can be represented by department.

Administrative Offices

Main Office

OFFICE	NUMBER OF OFFICES
Administrative Offices <ul style="list-style-type: none"> • 1 principal office • 4 assistant principal offices 	5
Business Office – must be secured with a safe for money storage during the day. Business Office shall have a small storage supply room and a collection window for money drop-off. Business office will be located near the Administrative Storage Room for school supplies.	1
Student Discipline office for holding area with unisex restroom (1 for parent holding and 1 for student holding)	2
Interview rooms (dimension for each is 8' x 8')	4
Computer Operator Office – with adequate wall shelves and a small storage room	1
Conference Rooms – 25 pax with a white board	2

- All administrative offices shall have adequate door closets
- Main entrance for visitors and students is through the Main office.
- Lobby area/space for parent/visitor waiting area to include trophy cases to showcase awards and pictures
- Include a Greeter's Desk / Help Desk /Sign –in by the main entrance to direct visitors
- Photocopy machine area

Counseling Department

OFFICE	NUMBER OF OFFICES
School Counselor Offices	9
Small Conference Room – 12 pax for group	1

mediations	
Cumulative Folder File Room – Extra Large Room	1

- Space for parent/visitor waiting area
- Photocopy machine area

Other Offices

OFFICE	LOCATION	NUMBER
School Health Counselor (Nurse)	Nurse's Office	1
Librarian	Library	1
PE Office (6 teacher capacity)	Girls' Locker-room	1
PE Office (6 teacher capacity)	Boys' Locker-room	1
ESL Coordinator	ESL	1
Testing Room		1
CRT Offices	CRT Dept. (SPED)	4
Conference Room 12 pax for IEP meetings		1
SPED Related Services (i.e. Speech)	CRT Dept. (SPED)	1
School Resource Officers (SROs) – 2 pax	Main Building	1
JROTC Instructor Offices	JROTC Bldg	3
Kitchen Manager's Office	Cafeteria	1
Activities Director's Office	Auditorium	1
Athletic Director's Office	Gymnasium	1
Parent, Family, Community Outreach Program (PFCOP)	Main Bldg	1
School Attendance Office (District SAO)	Main Bldg	1

School Counselors Offices

- Storage/file room (25' x 30') for safe keeping of cumulative folders. File room to be accessible to both cumulative and health records – Jack & Jill type of entrance.
- Equipment storage room (15' x 15')
- 9 counselors' offices (10' x 15')
- 1 small room for group mediations 12 pax (20' x 20')
- Waiting area for parents/visitors
- Photocopy room (10' x 15')

School Nurse's Office

- Storage/file room (25' x 30') for safe keeping of cumulative folders. File room to be accessible to both cumulative and health records – Jack & Jill type of entrance.

- Equipment storage room (15' x 15')
- Small private triage room to assess students individually (15' x 15')
- Sick bay for 5-6 sick beds (15' x 25')
- For confidentiality purposes, waiting area separate and away from the triage beds, intake area
- 1 unisex restroom equipped with shower room for emergency

Special Education Program

- 4 Special Education classrooms are standard size to be located with their respective departments (2 –Math, 2 – English)
- 2 Basic Life Skills (BLS) Classrooms – large classroom with space equipped with Home Life Skills appliances and classroom equipment.
- Wiring/plumbing/ventilation for laundry equipment such as washer/dryer and kitchen setting with refrigerator/stove/microwave
- Must have sink with the kitchen setting and restroom
- Adaptive PE Equipment must be available with Adaptive PE teacher

English as a Second Language (ESL) Program

- 4 standard size classrooms to be located with their respective departments (1 English, 1 Math, 1 Science, 1 Social Studies)
- ESL Science class must have additional classroom for laboratory and equipment storage

Storage Rooms/Bookrooms

- 5 Administrative Storage Rooms(10' x 20')
 - ✓ School Supplies
 - ✓ Photocopy Paper Storage Room
 - ✓ Hazmat Storage Room
 - ✓ Equipment Storage Room
 - ✓ Technology Storage Room
- 6 Book rooms (10' x 20')
 - ✓ English
 - ✓ Math
 - ✓ Science
 - ✓ Social Studies
 - ✓ Shared – FACS, Business, Health
 - ✓ Shared – World Language (Chamorro/Japanese/Spanish)
- 2 Band Storage Room (Band Room)
 - ✓ Band Equipment Storage Room (20' x 20')
 - ✓ Music File Room within the classroom (10' x 20')

- 2 Choir Storage Rooms (Choir Room) (15' x 20')
 - ✓ Equipment Storage Room
 - ✓ Music File Room within the classroom
- 1 Multi-purpose room for portable stage, stackable chairs, and folding tables(15' x 20')
- 3 JROTC Program (10' x 20')
 - ✓ Secured Storage Room for Armory and other sensitive equipment
 - ✓ Room for uniform, books, ribbons, school supplies, etc.
 - ✓ Junior Cadet Leadership Challenge Equipment
- 7 GCC Storage Rooms in the classroom with their respective requirements based on program specifications (10' x 20')
- Library Storage Rooms (located in the Library)
 - ✓ 4 Storage rooms. Storage rooms will need to have security doors to prevent theft
 - 1 storage room for Class Set Book Inventories (12'x12')
 - 3 storage rooms for library equipment room (16'x16')
- 2 Storage rooms (located in the Auditorium) (20' x 20')
- 2 PE Department Storage Rooms
 - ✓ PE Class Equipment Storage Room in the Gym (15' x 20')
 - ✓ Interscholastic Equipment Storage Room in the Gym(15' x 20')
 - ✓ softball/baseball equipment at the field (under press box) (15' x 10')

JROTC Program

- 2 standard classrooms with 35 pax capacity
- 1 large cadet administrative office with 5 computer workstation(15' x 25')
- Multi-purpose regulation drill pad / rifle range/ full battalion inspection site located adjacent to the Gym locker rooms (30yd x 25yd).
- Storage Rooms (Identified above Storage Rooms)
 - ✓ Secured Storage Room for Armory and other sensitive equipment (15' x 20')
 - ✓ Room for uniform, books, ribbons, school supplies, etc. (10' x 10')
 - ✓ Junior Cadet Leadership Challenge Equipment (15' x 10')

Computer Labs

- 6 Computer Labs Equipped with the following items (1 Computer lab in the Library 5 for general education use) (30' x 20')
 - ✓ Wireless internet capabilities (Access Points)
 - ✓ Printing capabilities
 - ✓ Computer desks/chairs,
 - ✓ 10 feet whiteboard
 - ✓ 4' X 5' bulletin board
 - ✓ Smart board with multimedia projector

- ✓ Document camera

Cafeteria / Dining Hall

- using
 - Design Cafeteria facility dedicated to SSHS with the capacity to seat 750 students cafeteria folding benches.
 - Cafeteria should also be connected to the campus-wide Intercom and Bell System for emergency announcements as well as have a stand-alone public address (PA) system for use in the cafeteria only.
 - Service area to accommodate two serving lines with direct access to the kitchen serving line
 - Cafeteria shall have male / female common restrooms
 - Kitchen to serve as a satellite cooking station for 6 other schools.
 - Ware washing Unit (Scullery)
 - Cafeteria Refrigeration Equipment
 - Walk-in refrigerator
 - 16' x 20'
 - 7 ton cooling unit
 - Dual evaporators
 - Walk-in freezer
 - 16' x 20'
 - 7 ton cooling unit
 - Dual evaporators
 - Reach-in Refrigerator (Pass thru) (2 each)
 - Milk Cooler (1 each)
 - Cooking Equipment
 - Electric Skillet (2 each)
 - Convection Oven double stack (2 each)
 - Warming Cab double Stack (pass thru) (3 each)
 - 36" Range with Convection Oven, gas (1 each)
 - Steam Kettles 40-60 Gallon, gas (2 each)
 - Tilt Skillets 40 Gallon, gas (2 each)
 - Serving Line Equipment (hot and cold with utensil rack) Dual set
 - Cold Unit with protector guard
 - 5 Unit Hot Holding with protector guard
 - Tray Slides
 - Tray Stand with Utensil Holder
 - Hot Holding Cabinets Electric
 - Milk Cooler - Single Access 24.5 Cu.Ft.
 - Cashier Stand
 - Two-compartment food prep sinks with aprons and backsplashes (2 each)

- Dry Storage Room 10' x 20'
- Custodial and chemical storage Room
- Restroom Male/Female
- Manager's Office
- Kitchen staff lunchroom with lockers
- Kitchen Sanitization
 - Conveyor Dish machine 8-10 ft, three tank, with water filtration and softening, with booster heater.
 - Single tank Dish machine with water filtration and softening w/booster heater.
 - Two, Three-Compartment Sinks with Aprons and Backsplashes.
 - Greastaps for sinks.
 - Garbage Disposals for warewashing and sinks.
 - Hand sinks

Library

- Design Enclosed library, 250 occupant capacity to include a media center, computer lab, silent reading to
- 4 Storage rooms from to. Storage rooms will need to have security doors to prevent theft
 - 1 for Class Set Book Inventories (12'x12')
 - 3 for library equipment room (16'x16')
- Library anti-theft system at each door (gate sensor/alarm)
- 1 Librarian's office
- Book shelves to accommodate book inventory
- Wireless internet capabilities (access point to accommodate personal device connections)
- 1 Computer Lab (mentioned in the Computer Lab section)
- Ceiling mounted projection system and public address system speakers to facilitate large groups in the library (while also connected to the School PA system for emergency announcements)
- Section of the library to accommodate group study tables, semi-private study carrels, and adequate seating for 250 pax
- PREFERENCE for library furniture to have wheels with locks for a more mobile, modular-design, for flexible mix and match set-ups
- Periodical display rack

REFERENCE: 2003 Massachusetts School Library Media Program Standards for the 21st Century Learning for Design Examples

Fine Arts Auditorium

- The Auditorium will have a 750 seating capacity for the performing arts (Choir/Dance/Band)
- Orchestra/Band Pit area in the front of the stage
- Movable risers (at least 3 steps) for 100pax on stage
- Stage curtains
- 1 grand piano
- 2 spot lights in addition to house lights
- Simple rail system for backgrounds/suspension
- Built in multi-media projector infrastructure
- Audio / Sound system with phantom power, condenser microphones, cardioid microphones, wearable wireless microphones with transmitters
- Performing arts classes recommended to be located adjacent to the Auditorium
- Stage – 2 stage wings
- Display / Ticket area
- 2 Dressing rooms (15' x 15')
- Control booth for sound and lighting
- Activities Director's Office (12' x 10')
- Back loading/unloading area
- Male/Female common restrooms as per code requirements.

Staff-Faculty Lounges

- 2 Large Faculty/Staff Lounges (30' x 30') (1 first floor, 1 second floor) each equipped with the following:
 - ✓ Area for eating with microwave, refrigerator, and sink
 - ✓ Male and Female Restroom Facilities
 - ✓ Work room (15' x 20') equipped with 5 computer stations with internet capabilities, book shelves, furniture (group tables, chairs), and telephones
 - ✓ Bulletin boards / whiteboards
 - ✓ Photocopy machine
 - ✓ Lockers for staff and teachers
- Should the new building require a third story, that each story have a Staff-Faculty Lounge on each floor

Restroom Facilities

- General Description
 - All restrooms must be designed for the student population and must be in compliance with applicable building codes, Federal ADA requirements, and DPHSS regulations.

- All restrooms walls must be anti-graffiti.
- Long faucet necks to minimize water splashing
- Must have appropriate number of floor drains for deep cleaning and flushing
- Sinks must be installed on counters
- Common Restroom facilities
 - Meet all DPHSS ratio requirements for toilets, urinals, sinks, etc.
 - Male / Female Restrooms located in:
 - 2 sets first floor (Male / Female)
 - 2 sets in 2nd floor (Male / Female)
 - 1 set in the Gymnasium (not in the locker rooms) (Male / Female)
 - Cafeteria dining area (Male / Female)
 - 1 set located by the outdoor sports facilities (Male / Female)
- 6 Special Education Rooms
 - 4 SPED Classrooms – 1 unisex restroom each with Bidet seat
 - 2 BLS Classes (1 each) – equipped with changing station and shower with Bidet seat
 - SPED Restrooms must meet ADA compliance and accessibility to include a changing station and shower room for students and doors wide enough for wheelchair bound students
- Nurse's Office shall have a Unisex restroom to include a shower facility and changing station. Toilet shall be outfitted with a Bidet for those needing accommodations
- JROTC Male/Female Restrooms with shower capability with 1 toilet with Bidet seat
- 1 set Male/Female Restroom facility in the Multi-purpose room
- 1 set Male/Female Restroom facility in the Auditorium proportional to the 750 seat capacity
- Employee Restrooms
 - 1 set main office with toilet Bidet seat
 - 1 set counseling office
 - 1 set in each Staff-Faculty Lounge in the first floor, second floor, and third floor.

Sports Facilities

Gymnasium

- Gym will have stadium seating to meet 2,300 school capacity (seating includes floor area)
 - Gym wood flooring must be outfitted for a Multi-Sport system
 - Regulation game lines for Basketball, Volleyball
 - Full size basketball court + 2 width size basketball courts that run through the main court forming additional 6 baskets

- Curtain divider that can divide the court in half (Ex: JFK Gym Curtain)
- Public restrooms in the Gym to accommodate game events
- Stadium bleachers that can be retracted to provide more space for PE classes and allow for easy access when cleaning
- Gym floors should have volleyball pole inserts for the main floor and for the side courts.
- Gym equipped with: PA System, Scoreboard System,
- Upper Level Press Box
- Concession stand and Ticket Booth
- Athletic Director's Office
- Climate controlled environment
- 5 Rooms adjacent to the Gym
 - Table Tennis – 3000 sf.
 - Weight Room – 3500 sf.
 - Wrestling Mat Storage Room(30' x 20')
 - Aerobics Room – 300 sf.
 - Kinetic Machine Room (25' x 30')
- Locker Rooms
 - Male / Female Locker Rooms with each having a capacity of 100 pax with an open floor concept
 - Flooring must be non-skid, stain-resistant and have a drainage outlet for easy cleaning.
 - Locker rooms must have adequate lighting and ventilation to prevent smell and mold/mildew
 - Each male and female locker room is to have 10 shower heads (open-bay style) and 2 shower heads with stalls
 - Benches for seating parallel the lockers (for bag storage during class time)
 - Non-skid flooring should be tiled for easily cleaning from red dirt stains. At least 10 separate shower stalls in each M/F Locker Room.
 - Locker Rooms should have 2 exits one leading to the Gym and the other leading outside to prevent mud and water being tracked into the Gym
 - 2 PE Offices (15' x 25') – 1 in each Locker Room. Each office will be able to accommodate 6 teachers in a room with a large view into locker room area for supervision. (Ex. Okkodo HS Locker Room) to include a separate view to view the shower/bathrooms areas

Outdoor (Regulation) Facilities

4 Tennis Courts

- Tennis hitting wall equal to the length of the tennis court that also serve as wind breakers

- Volleyball inserts along with tennis pole inserts.
- Tennis courts need to be surrounded by chain link fence
- Aluminum bleachers outside for spectators
- Covered shelter for the aluminum bleachers

1 Softball and 1 Baseball Field

- Each field should have 2 enclosed dug outs with access only from the field
- Chain link front, concrete walls for other 3 walls
- Press box or small dug out for official scorekeeper or other game officials behind the backstop
- Storage room building for baseball/softball field maintenance equipment
- Aluminum bleachers for home/away team spectators
- At least 10' chain link fencing enclosing the fields for security and safety of players and spectators
- Lights for night games
- Batting Cage
- Electronic Scoreboard
- Infield dirt – adequate mix of dirt to be safe for sliding and fielding balls
- Outfield – grass
- Adequate water drainage for run off water

Track & Field

- Rubberized track with regulation length and markings for various relay exchanges
- 8-lane track with marks painted and provide for adequate drainage
- Jumping pit for Long/Triple Jump, Dry Sand Pit
 - Runway for Long and Triple Jump marks
 - Dry sand pit with roll-out dome cover/lid
- Official marked area for High Jump mat and Bar Stands
- Throwing Pit for Discus, Shot Put, and Javelin
 - Shot Put – Concrete 8' circumference, leveled circle with proper drainage, toe board
 - Discus – Concrete 10' circumference, leveled circle with proper drainage, toe board
 - Throwing cage
- Adequate drainage, fencing and storage for track equipment

Game Field – Multi-purpose

- Game Field to accommodate regulation marked lines for Football, Rugby, and Soccer
- Chain link surrounding the Game Field to prevent spectators on the field

- Concrete bleachers with additional space/room for storage of field maintenance equipment and team meeting area
- Electronic Scoreboard
- Press Box with PA System / Concession stand under the Press Box
- Electronic Scoreboard
- Lights for night games

Fine Arts Auditorium Building Rooms

- Music rooms' acoustics need to be conducive to sound quality (no echoes, sound bouncing off the walls)
- 2 practice rooms for 10 to 15 pax in choir room
- 2 practice rooms for 5 to 10 pax in band room
- 1 piano in choir room
- 1 digital piano In each choir practice rooms
- Dance studio with wall mirrors on 1 wall, and a bar running around the room
- Art classroom with cleaning area (sink and drying counter) and storage area for equipment.

Choir Room

- Flat room to accommodate 60 students (60' x 60')
- 2 practice rooms for 10-15 pax with digital pianos in each room (25' x 25')
- 1 piano

Band Room

- Band room arena-style, with multi-level built-in risers
- Capacity of 60 students with instruments (60' x 60')
- 2 practice rooms for 5-10 pax (25' x 25')
- Band equipment storage rooms(25' x 30')
- Music file room (15' x 20')

Dance Room

- Extra large room (30' x 32')
- Wall mirrors on 1 wall
- Bar installed around the room

Art Room

- 2 Art classrooms (standard)
- Specifications for Art classrooms

QTY	DESCRIPTION	SPECIFIC REQUEST
2	INDUSTRIAL SINKS WITH MULTIPLE FAUCETS	POSITION SINKS TOWARDS THE BACK OF THE ROOM. INDUSTRIAL SINKS PREFERRED FOR PROPER DRAINAGE IN ART STUDIO SETTING
	MULTIPLE ELECTRICAL OUTLETS	POSITION MULTIPLE POWER OUTLETS AROUND THE ROOM.
1	EXIT DOOR TO OUTSIDE ACCESS OF WATER FAUCET	POSITION DOOR TO THE BACK OF THE ROOM NEXT TO SINKS.
6 PCS	ART STUDIO TABLES. FLAT OR ROUND SHAPE. NON-METAL NON-TEXTURED SURFACE. WOOD TOP. REFERENCE: WWW.DICKBLICK.COM ITEM #CF51631-8403	Non-textured surface needed to ensure proper instruction of media techniques and maintenance. Each table must seat a minimum of 4 persons and a maximum of 5.
24	STUDENT CHAIRS – NON-FABRIC SEAT	Student chairs must be non-fabric to ensure durability
6	7' STORAGE CABINETS. NON-METAL. DOUBLE DOOR ENTRY. W/ INTERIOR SHELVING REFERENCE: WWW.DICKBLICK.COM ITEM#CF51215-1048	Storage cabinets must have interior shelving for proper storage of class materials and resources.
2	5-DRAWER FLAT FILE STORAGE W/CAP COVER	Flat file storage for unmounted art work and paper resource storage.

	<p>REFERENCE: WWW.DICKBLICK.COM ITEM#CF51220-1206 ITEM#CF51220-1106</p>	
2	<p>6' STORAGE CABINET WITH LOCK. METAL. DOUBLE DOOR ENTRY W/INTERIOR SHELVING.</p> <p>REFERENCE: WWW.DICKBLICK.COM ITEM# CF51246-4864</p>	Storage cabinet must be metal to ensure proper storage of paint and paint solvents, vanishes, and other potentially hazardous materials (as needed).
3	<p>ART VERTICAL ART RACK (WALL MOUNTED)</p> <p>REFERENCE: WWW.DICKBLICK.COM ITEM# CF51205-1003</p>	Position art racks for vertical use. Wall mounted preferred.
2	<p>DRY ERASE MARKERBOARDS. 96"X48"</p> <p>REFERENCE: WWW.DICKBLICK.COM ITEM#CF50919-1501</p>	Position 1 markerboard at the front of the classroom, and 1 markerboard at the back of the classroom.
1	<p>72" x 48" RECYCLED RUBBER TACKBOARD/CORKBOARD</p> <p>REFERENCE: WWW.DICKBLICK.COM ITEM#CF50978-2055</p>	Position tackboard in any available space.
1	<p>3 SHELF UTILITY CART</p> <p>REFERENCE: WWW.DICKBLICK.COM ITEM# CF52014-2053</p>	
2	<p>8' PORTABLE ROOM DIVIDERS</p> <p>REFERENCE: WWW.DICKBLICK.COM ITEM# CF51138-2081</p>	Ensure item is portable for proper storage and availability for off-campus student art exhibits.

- Additional specifications:

1. **DISPLAY SPACE Design** lots of easy to use display space with white or neutral tack board. Some types of cabinet doors can also be used for display space. Have some display walls in the room so a class can put up all their work and discuss it. Provide more space in the hall for public view. An art class that does not display and discuss their own work is missing at least half of the potential art learning. Nearby hallway display surfaces provide a convenient way to share work with other students, teachers, and visitors to the school.

2. In an art classroom every inch of wall space is educationally valuable. Often electrical and mechanical drawings are not specific enough when locating switches, fire alarms, heat registers, thermostats, and other stuff that interferes with the display space in an art room. Many workers who install these things tend to place them too far into the center of a wall area that would otherwise be available to display artwork or educational material. Plans need to include specific placement specifications and notes so that contractors can be held accountable for ruining display spaces with thoughtless placement of fixtures, switches, and so on.

3. **STORAGE (25' x 30')** Include lots of storage and drying racks. An art room is a production facility with many different groups of students using the same space. Without storage for supplies and for in-process projects, the room soon becomes clogged with individual projects and nothing more can happen. Learning is seriously curtailed when lesson plans are limited because there is no place to put the work from session to session. Include some deep and wide drawer type shelving with suspension hardware for large flat paper and display posters. Consider a few lockable spaces for "teacher only" access for materials and equipment that may be too hazardous or valuable to use without supervision or special instruction.

4. **LIGHTING** Typical classrooms have lighting that is too general and uniform. Shading and shadows are not visible enough to learn drawing from observation and good sculptural modeling. A visual art learning studio needs direct lighting options and zoned lighting options that can be used when needed. Provide adjustable lighting options or zoned lighting especially for digital media projection where the projection area needs to be dark for proper usage but enough light in the student audience area for notetaking.

5. **ELECTRICAL OUTLETS** Art classrooms need power for projectors, computers, and charging units for camera batteries, pencil sharpeners, hot glue guns, paper-making equipment, etc. Require four outlets per box every six feet or less along the perimeter. Island worktables need power as well. If worktables are movable, consider ceiling outlet boxes that allow for drop cords or slim pre-wired power posts mounted on the end of worktables to power strips on the sides under the top of worktables. Avoid

interfering with the work surface. **PROVIDE MULTIPLE POWER OUTLETS IN VARIOUS LOCATIONS.**

6. **WINDOWS** Of all the rooms in a school, the art room needs to be located so it has windows with the best possible view for inspiration and for learning. Art rooms need windows for observation drawing and for teaching art concepts about space, depth, form, and perspective. If a view is impossible, insist on windows for light and ventilation. No other school subject or office space is as dependent on windows and good views as the art room.

7. **SINKS** Cleanup time is not art learning time, but it has to be done. Good design saves time. Bad design results in lots of standing around and discipline problems. Ask for sinks that are in a peninsula with plenty of room for people around them and for traffic flow. Never locate sinks in a corner where they create congestion. Space sinks as far apart from each other as possible so more people can get at them. Get at least two sinks with two completely separate drain systems in every room. When one clogs, the other should work. If I am only allowed one sink, I try for a big double sink and two faucets and two drains.

8. **Door/Exterior Access to Water Faucet** It is important to have an exterior access to a water source directly outside the classroom. This is to ensure that water access is available in case of the sinks not working or any safety concerns with ventilation. A door that goes directly outdoors from the art room allows opportunities for natural observation exercises. These processes cannot be done indoors. Students love to do their drawing and painting outdoors when the weather permits.

9. **FLOORING** Use a sealed surface. Never use carpeting. Paint destroys carpet. The best art rooms have floor drains to facilitate daily floor washing if needed.

Family and Consumer Sciences (FACS)

The Family Consumer Science program provides individual and group instruction in personal, home, and family practices. This space is a multipurpose learning environment where students work as a group for general instruction, demonstration, and audiovisual presentations. The curriculum includes food preparation and nutrition, clothing care and fabrication, management and economics, and personal and family relationships.

- Approximately half of the area will be configured for food preparation. The food preparation area should have space for 6 kitchen workstations to accommodate up to 24 students. Workstations need approximately 10 lf of standard U.S. Counter, a double sink, a standard U.S. stove/oven unit, and wall and base cabinets. The dishwasher can be provided in a teacher kitchen demonstration area rather than at each student workstation.
- A mirror above the demonstration area allows students to observe food preparation. Space should also be provided for equipment storage and two refrigerator/ freezers.

- Space should be provided for a washer and dryer in a general clean up area.
- The other half of the area must be multi-function for clothing care and fabrication, management, and economics, and personal and family relationships.
- The furnishings must be flexible to accommodate not only group and individual instruction, but sewing stations, cutting and pressing stations, and a fitting booth.
- Provide storage along at least one wall of the lab for the storage of sewing machines, supplies, and other instructional items when not in use.

Business Education

There will be 5 Business Education classrooms (30' x 32') all equipped with the following:

- 30 computer stations networked into a server, networked to a printer
- Wireless Access point
- Storage Cabinets for equipment, file cabinets, 1 set of 30 student lockers to secure personal belongings

Science Classrooms (Ref: NSTA Guidelines)

The descriptions below are specific to the Science / Laboratory classrooms and are necessary to prevent accidents in the classrooms/laboratories and limit the risks.

Science Department shall have 16 classrooms/laboratories that are each 1,800 sf. The area will be divided into two areas: ½ to be used for lecture with student desks; the other ½ will be lab student workstations (Forward Vision I, 4-Student Workstation, with Hot/Cold Water and Gas Assemblies, Epoxy Resin). All Science classrooms will have handwashing sinks and countertops.

- There will be 8 Prep Rooms to be located and accessible between adjacent classrooms (Jack & Jill). The Prep Rooms shall have Eye Wash, Sprinkler System, Sinks. This room will be used for storage of equipment to be used on a daily basis and preparation for instruction.
- Set of 30 student lockers for students to secure belongings during lab activities
- Adequate 20-amp circuits in all classrooms
- Forced ventilation: minimum rate of eight changes of air per hour for occupied science laboratory/classrooms per NFPA 45
- Deep, enameled-porcelain janitor's slop sink
- Classroom/Laboratory will need plenty duplex electrical outlets carrying standard household currents on separate circuits to avoid overload all with Ground Fault Circuit Interrupters (GFCI) for safety.
- Mounted shelves (wooden shelves w/lip, plastic support, & other material that resist corrosion and sagging; no more than 12" deep
- Water Sprinkler System

- Alarm System

Physical Science/Physics Rooms

- Set up will entail moveable, durable student workstations
- Ceiling mounted electrical lines to accommodate for moveable student workstations (pull down electrical cords similar to automotive shops – these can be arranged in multiple outlets equipped with computer network outlets)

Chemistry Rooms

- Eyewash and Safety shower per Chemistry Laboratory/Classroom (this is in addition to the Eyewash / safety shower in the Prep Room)
- Fume hoods (two per chemistry laboratory/classroom)
- Chemical Vented Storage Room with secured access by employees only
 - Chemical Vented storeroom doors that are lockable, fire proof, and open outward
 - Mounted storage for acids (wooden not made of metal)
 - Mounted storage for flammables (Wooden not made of metal; Underwriters Laboratory UL approved); grounded
 - Mounted storage for corrosives (wooden not made of metal)
 - Mounted storage for chemicals (dedicated lockable chemical storage cabinet designed for chemicals)
 - Mounted shelves (wooden shelves w/lip, plastic support, & other material that resist corrosion and sagging; no more than 12" deep)
 - Forced Ventilation: continuous-forced ventilation at 12 changes per hour
 - Sprinkler System
 - Alarm System

Permaculture

- Outdoor storage shed for wheelbarrow, garden equipment, and supplies.

GCC CTE Classrooms – 7

All GCC CTE classrooms will be extra-large (60' x 30') in nature to accommodate for the dual function of classroom for instruction and laboratory with equipment specific to their content areas. All GCC CTE Classrooms shall have a restroom with toilet, sink, and mop sink.

ProStart

- Extra-large classroom/restaurant space: The area will be divided by a wall with 2 swing doors and a serving counter. One side will be a Kitchen Lab and an Instructional Classroom with a Teacher Demonstration counter

- The Instructional Classroom will have moveable (not student tables) tables with lockable wheels that will serve as dining tables during a mock restaurant activity and a regular classroom
- Teacher planning office
- The Kitchen Lab should have a cooking area, mixing/blending/microwave area, a refrigerator/freezer area, a food prep area, a wash area, a mop/laundry area, and an equipment/food storage area
- These areas in the kitchen lab should be arranged around the perimeter of the room to provide open space in the center
- Kitchen Lab area shall include a stove with a minimum of 6 burners, a grill, deep fryer, char-broiler and 2 ovens (where 1 is at least a convection oven).
- A refrigerator/freezer area shall also be provided near food prep and cooking areas.
Freezer and Refrigerator
- The food prep area shall include a double sink for washing and draining foods. A garbage disposal shall be provided at the food prep sink. Provide open shelving above the sink and counter. A central area with at least eight portable food service work tables shall be provided for instruction. The food prep area should also have a teacher demonstration counter for teacher cooking demonstrations.
- The wash area includes the dish washing machine and a counter with two stainless steel sinks for pot washing and scrubbing. One sink should be a deep sink for washing large items. Open shelving above the sink and counter should be installed for storage of recently washed items. A garbage disposal should be provided for the sink drain
- 1 Dry Storage room (pantry)
- 1 Equipment Storage room
- Custodial closet
- Laundry/linen room
- The ProStart class shall be located adjacent to the Lodging Management Program (LMP) class.

Lodging and Management (LMP)

- The LMP class shall be located adjacent to the ProStart class.
- The LMP classroom will be an extra-large classroom (60' x 30') due to the room being divided into 2 sections
 - Classroom instruction area will be equipped with student tables/chairs for, storage cabinets, bookshelves, and student laptops for each student.
 - The Laboratory area design will be such that it mirrors that of a banquet setting which includes but is not limited to: round banquet tables, Murphy beds for a mock bedroom, a shower and toilet facility

Electronics (Electricity, Computer & Networking Lab/Class)

- The extra-large (60' x 30') Electronics class must be equipped to handle the load of 20 computer and electronics equipment. The classroom must have multiple power outlets and an emergency power off-switch
- An external raceway with network jack housing must be provided for 1 computer lab and 1 for networking lab projects (total of 2)
- The design of the classroom shall entail the following:
 - Multiple storage locking cabinets along the walls and underneath cabinets for tools and equipment
 - The center of the classroom shall have open space for 20 mobile student desks and chairs; all of which are facing a teacher demonstration table
 - A server room will be located inside the classroom to network 20 computer workstations (10 lined parallel to the walls).
 - All computers will be networked to a network printer
 - Class will have a unisex restroom equipped with a sink

Marketing

The Marketing class shall be an extra-large (60' x 30') classroom divided to accommodate for a classroom and a student store area. The wall dividing the classroom and student store lab will have see-through windows.

- Classroom – Computer counters shall be built along the wall long enough to fit 20 desktops. The classroom shall have a ceiling mounted multi-media projector. All the desktops will be networked to a printer and the center of the room will have long tables with lockable wheels to connect as a conference style setting during instruction
- Student Store Lab shall mirror a store setting with 4 large display cases and 3 cash registers. There will be a see-through window along the wall near the exit to the hallway. The Student Store Lab will have a large, lockable storage room with cabinets to store items to be sold in the Student Store.

Health Careers Sciences (HCS)

The space (60' x 40') should be designed to be divided into the following:

- The front of the room should consist of a teacher demonstration counter for instruction and floor cabinets below the counter
- The counter will be facing 20 student tables/chairs
- Along one side of the room will be the laboratory section of HCS which will consist of 4 stations of sick beds, 4 sinks, separated by curtains, and its accompanying furniture – similar to what would be found in a doctor's examination room
- There shall be ample cabinets and storage space for equipment and supplies
- An area should also be provided to include 4 computer workstations

Carpentry & Automotive

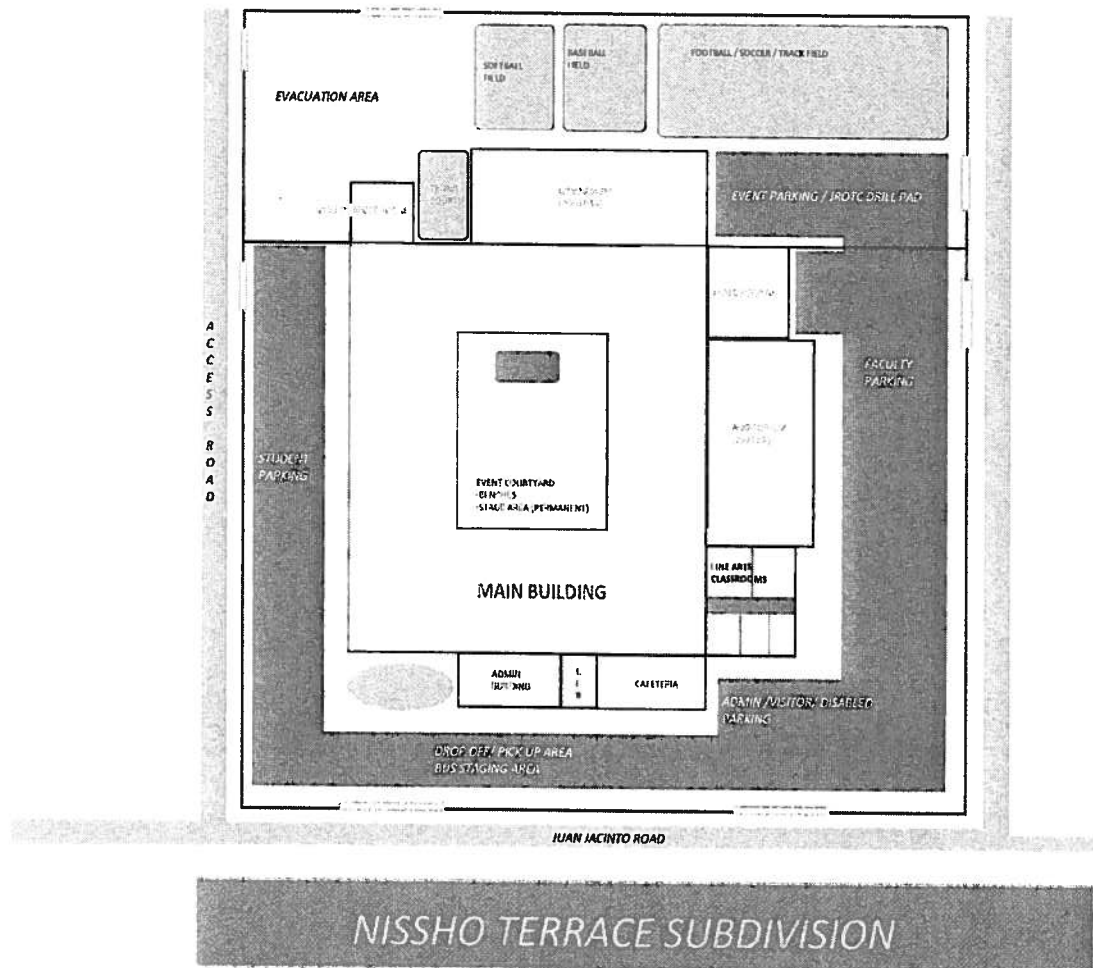
Carpentry and Automotive Classrooms will be triple the size of a regular classroom (90' x 96'). One-third of the class will be dedicated to classroom instruction for 20 students and the other 2/3 will be dedicated to labs equipped with equipment and infrastructure similar to that of an automotive shop and a carpentry shop.

Visual Communication

The design of the Visual Communication class shall be (30' x 20') similar to the computer lab class in which there will be:

- Space for computer tables and chairs for 20 students
- 20 computer desktop systems all networked to a laser printer
- The class will also have a demonstration table at the front of the class for teacher instruction
- The class shall have a wireless access point and a network system for the computers

PROPOSED DESIGN



SSHS Collateral Equipment Requirements

Line Item	Equipment (Generic name, detailed description)	Quantity
1	Access Point - wireless router	26
2	Alto saxophone, intermediate model	4
3	Alto saxophone, professional model	2
4	Alto saxophone, student model	6
5	Aquarium, 10 gallon	3
6	Art rack, vertical, wall mounted	12
7	Audio-visual cart	140
8	Backboards, unbreakable class backboards 72"W x 42" H	6
9	Baker's rack, 22-3/4" W X 29-1/2" D X 66"H	2
10	Baker's table, 72" L X 30" W	2
11	Ball racks, to hold at least 20 balls, 3-tier	5
12	Ballet bars	10
13	Baritone saxophone, intermediate model	2
14	Baritone saxophone, student model	2
15	Baritone, student model	4
16	Basketball rims, break away basketball rims	7
17	Basketball shooting machine, shootaway basketball shooting machine	1
18	Basketball/Volleyball/Wrestling 15" LED Scoreboard wireless	2
19	Bass Drum, concert	1
20	Bass kits with bass AMP	2
21	Bass trombone, intermediate model	1
22	Bassoon, intermediate model	2
23	Bassoon, professional model	1
24	Bb bass clarinet, intermediate model	2
25	Bed frame/mattress, twin size	1
26	Bed set (frame, mattress, box spring set)	1
27	Bench mixer, 10 quart bench mixer with stir switch and timer	1
28	Bench press machine, adjustable weights with bench press machine	1
29	Bench, office bench with cushion	15
30	Benches, adjustable olympic benches with wheels	4
31	Bicep machine, adjustable weights bicep machine	1
32	Bidet	3
33	Bill counter	1
34	Biohazard waste disposable	1
35	Bleachers, outdoor portable aluminum bleachers, 5 rows, heavy duty	15

36	Bolt-on backboard padding 72" (for basketball backboard - edging)	8
37	Book shelves, 4-tier, heavy duty metal for library books	50
38	Bookshelves, office bookshelves, heavy duty, 4-tier	260
39	Bookshelves, office bookshelves, heavy duty, 4-tier	10
40	Bow rake	2
41	Breathalyzer	3
42	Brix refractometer	1
43	Bull horns, battery powered	10
44	Bulletin board, 3' x 4'	12
45	Bulletin board, 4' x 10'	20
46	Bulletin board, 4' x 8'	20
47	Bulletin board, 5' x 10'	5
48	Bulletin board, 5' x 10'	4
49	Bulletin board, cork, 5' x 10'	94
50	Bulletin board, cork, 5' x 8'	2
51	Bumper plate trees	6
52	Butcher paper racks	4
53	Cabinets, locking w/ 20 lock boxes	2
54	Cabinets, showcase with glass	14
55	Cable crossover machine	2
56	Cash register stations	3
57	Chair, office, executive	5
58	Chairs, folding metal	500
59	Chairs, music posture chairs, 18"	50
60	Chairs, stackable chairs, lightweight, heavy duty	450
61	Chairs, stackable, cushion	125
62	Chairs, stackable, cushion	16
63	Chairs, student chairs for high school, 18"	2400
64	Chairs, teacher, w/ casters	222
65	Choral risers, portable seating	15
66	Choral risers, portable standing	15
67	Chromebooks	100
68	Circulation desk system	10
69	Clarinet, intermediate model	8
70	Clarinet, professional model	2
71	Clarinet, student model	12
72	Clock, large wall mounted	150
73	Coin sorter	1
74	Commercial appliance, 6-burner + 1 conventional oven set	2
75	Commercial appliance, convection oven	2
76	Commercial appliance, griddle + 1 conventional oven set	2
77	Commercial appliance, grill + 1 conventional oven set	2

78	Compost bins	6
79	Computer desktop system	285
80	Computer table, 6 ft rectangular, foldable, w/ casters	143
81	Cones, vinyl, 12" height	100
82	Cones, vinyl, 24" height	100
83	Conference table, 12 pax seating	2
84	Conference table, 16 pax seating	1
85	Conference table, 20 pax seating	8
86	Conference table, 6 pax seating	1
87	Conference tables, wooden, heavy duty, 25 pax	7
88	Counter tables (for POS systems)	5
89	Counter, privacy counters for breakfast/lunch	3
90	Cubby, storage, 30 drawer	12
91	Curtain tracts, ceiling mounted for hospital beds	3
92	Defibrillator	3
93	Demo table, teacher	1
94	Desk, adjustable standing	1
95	Desk, desk lab w/ drawers and cabinet	1
96	Desk, office desk, executive, 2-pedestal	5
97	Desk, office desk, small	4
98	Desks, student desks for high school	2400
99	Desks, teacher, 2 pedestal	171
100	Die-cut machine, commercial, heavy duty	1
101	Dining set, 4-seat	1
102	Dishwasher sink, mechanical	1
103	Display cases, glass for library	5
104	Display cases, merchandise display case for marketing	4
105	Display rack, rack for periodicals	1
106	Dividers, room/section dividers with countertop, 4 ft high with 2 ft privacy panels for 3 separate office personnel	5
107	Document camera	123
108	Double french horn, intermediate model	4
109	Double french horn, professional model	2
110	Drum set, 7-piece	1
111	Dryer, electric	2
112	Dumbbell rack, 3 shelf that holds 15 pairs, 2100lb capacity	4
113	DVD/VCR player	1
114	Eb alto clarinet, intermediate model	1
115	Eb contra bass clarinet, intermediate model	1
116	Eb soprano clarinet, intermediate model	1
117	English horn, intermediate model	1
118	Equipment stand	1
119	Euphonium, intermediate model	3

120	Exhaust system, overhead gas line/panel and exhaust system	1
121	File trays, crystal storage cabinets 36- tray	20
122	File trays, crystal storage cabinets 54- tray	4
123	Filing cabinet, 4 drawer, legal	286
124	Filing cabinet, flat storage, 5-drawer with cap cover	4
125	Filing cabinets, 2 drawer, legal	12
126	Filing cabinets, lateral 7-8 tier	40
127	Fire blankets	14
128	Fire extinguishers	150
129	First aid kits	15
130	Flute, intermediate model	6
131	Flute, professional model	2
132	Folding banquet tables, 6' round	10
133	Folding plastic tables, 6'	10
134	Force table	5
135	Freezer	1
136	Graph board, polar coordinate, 360 degrees	16
137	Graph board, X-Y coordinate	16
138	Graphing calculator TI-89 (Titanium)	210
139	Guitar, electric with AMP	3
140	Gym wall mats 6'H X 4'W grey	30
141	Hamstring curl machine, adjustable wrights	1
142	Handwashing sink, set	2
143	Heater, hot water heaters	5
144	Hurdle trolley/cart	2
145	Hurdles, standard high school hurdles	50
146	Ice maker	1
147	Intercom system, wired for the entire campus, exterior	1
148	Key box secured area, extra large (for all keys for classrooms)	1
149	Lab tables, 4-student double-sided service center with cupboard and drawers	32
150	Lab tables, for science rooms, epoxy resin tops	510
151	Ladder, safety ladder, 12' aluminum	15
152	Laptops, Windows + Microsoft Office included	351
153	Leg extension machine, adjustable weights leg extension machine	1
154	Leg press, 35 degrees	2
155	Library automation software, book bar coder, and scanner set	1
156	Line conditioners	30
157	Liner, chalk liner for outdoor field	2

158	Lockers, 5-tier, 3 wide lockers	12
159	Lockers, hazardous materials locker, fire-proof, heavy duty	5
160	Lockers, student, closed-based, heavy duty, 2300pax	2300
161	Mallet percussion	1
162	Marching bass drums set	1
163	Marimba	1
164	Marquee, large digital display	2
165	Mat, 4' x 6' foldable tumbling mats	10
166	Medicine cabinet	1
167	Microscopes (science)	130
168	Microsoft storage cabinet, 30 compartments, 48"x16"x84" H	4
169	Microwave	11
170	Microwave, commercial microwave oven for Prostart	1
171	Mirror, 6'x6' mirrors for weight room	6
172	Mirror, 8'H, wall-wall, full length at 1 wall	1
173	Mobile cart, w/ 30 laptops and router	17
174	Mobile lab cart with chemical resistant coating	18
175	Mobile slicer table	1
176	Motorola, XTS1500, radios networked to GHS	40
177	multimedia projector, ceiling mounted	125
178	Multimedia projector, heavy duty, industrial, auditorium	1
179	Murphy bed	1
180	Netgear Nightwalk AC1900 Dual Band Width wi-fi GB router (R7000)	1
181	Netgear Pro Safe 16 port 10/100/1000 GB Ethernet Switch	1
182	Network cable rack	1
183	Network switch, hub with at least 60 ports	2
184	Night stands	2
185	Oboe, intermediate model	2
186	Oboe, professional model	1
187	Olympic curl bar, 48" curl bar olympic	4
188	Olympic flat benches	6
189	Olympic weight runner bumper plates 10lbs	10
190	Olympic weight runner bumper plates 15lbs	10
191	Olympic weight runner bumper plates 2.5lbs	10
192	Olympic weight runner bumper plates 25lbs	10
193	Olympic weight runner bumper plates 35lbs	10
194	Olympic weight runner bumper plates 45lbs	10
195	Olympic weight runner bumper plates 5lbs	10
196	Orchestra bells	1
197	Oven, electric convection oven	1
198	PA system, built-in	1

199	PA system, w/ mixer-amp, speakers, stands, cables, and 2 microphones	5
200	Paper shredder, commercial, heavy duty	10
201	Pencil sharpeners, electric, heavy duty	5
202	Pencil sharpeners, electric, heavy duty	38
203	Photocopy machine, color capable, industrial	6
204	Photocopy machine, portable, scan capable	1
205	Piano, baby grand concert piano	2
206	Piano, electric	2
207	Piano, upright piano	2
208	Piccolo, intermediate model	2
209	Pitchfork	2
210	Pitching machine, pitching ball, sting-free pitching machine balls	3
211	Podium	122
212	Podium, conductor's podium	1
213	POS system printer/scanner	7
214	Power squat rack cage with storage	6
215	Prep tables, stainless steel, 6ft long	12
216	Printer, laser, copier/printer/scanner, network capable	61
217	Privacy screen, 3-panel, vinyl with metal frame	8
218	Projector screen, pull down	122
219	Proofing box, for Prostart	1
220	Pull-up/Dip machine, adjustable weight assistance	1
221	Quad toms	1
222	Rack, for folding chairs	10
223	Rack, vertical art rack, wall mounted	6
224	Racks, for stackable chairs, 50pax, w/ wheels	4
225	Racks, heavy duty, plastic, 4-tier	2
226	Racks, stainless steel, 4-tier	5
227	Reception counter	3
228	Recovery couch: solid wood laminate, PVC vinyl 72"x27"x18"	5
229	Recycle containers, medium size, for aluminum	10
230	Recycle containers, medium size, for plastic	10
231	Refrigerator	6
232	Refrigerator, full size, 2-door commercial kitchen/chiller/freezer	2
233	Revolver, Library	20
234	Risers, movable, 3-step	10
235	Scale, calibrated weight scale	2
236	Scale, calibrated weight scale for BMI	2

237	Scoreboard, multi-sport mounted scoreboard package (indoor)	2
238	Scoreboard, multi-sport mounted scoreboard package (outdoor)	2
239	Security camera system	1
240	Security cameras for hallways and exterior perimeter	30
241	Security Surveillance equipment, wireless	2
242	Sentry Safe, fire resistant, XXL	2
243	Sewing machine	30
244	Shelves, heavy duty, utility shelves, 5-tier, for storage rooms	20
245	Sick bed	6
246	Sink, 3 compartment sink, set	1
247	Sink, mop sink	10
248	Smartboard w/ multimedia projector set	129
249	Snare drum	3
250	Snare drum, wood shell snare drum w/ concert stands	1
251	Snare drum, wood shell snare drum, student model	3
252	Soccer goal, outdoor portable aluminum futsal soccer goals 9'10"W x 6'7"H x 3'4"Deep	4
253	Soccer goal, outdoor portable aluminum soccer goals with nets 24' W x 8' H	6
254	Speakers, wall mounted, set	1
255	Spectrophotometer with cuvetts	2
256	Speed racks, stainless steel	3
257	Sphygmomanometer, blood pressure machine	5
258	Spot Light	2
259	Squat machine, adjustable weights	1
260	Stools, bar stools	12
261	Stools, for science lab tables	432
262	Storage cabinet, metal with lock, double door entry with adjustable shelves	290
263	Storage cabinets, 7' non-metal, double door entry	12
264	Storage cabinets, lockable, tool storage cabinet, wooden	3
265	Stove, electric, full size, 4-burner w/ oven	12
266	Stretcher	3
267	Study tables, study carrels for library	20
268	Surge protector	285
269	Table tennis tables	10
270	Table, computer, (36" w X 30" d X 30" h)	20
271	Table, conference table, 10 pax seating, principal's office	1
272	Table, round, foldable, 5 ft diameter, w/ casters	20
273	Table, round, foldable, seats 7 pax seating, w/ casters	4

274	Tables, art studio tables	20
275	Tables, cafeteria bench tables, folding, heavy duty w/ wheels	25
276	Tables, molded tables, w/ casters, foldable for library	30
277	Tack board	1
278	Telephone system, CISCO capable	167
279	Television, 60" flat screen for hallway announcements	5
280	Tenor drums	3
281	Tenor saxophone, intermediate model	2
282	Tenor saxophone, professional model	2
283	Tenor saxophone, student model	6
284	Tenor trombone with F attachment, intermediate model	2
285	Time clock for employees	1
286	Timpani, copper, set of 5	5
287	Trash cans, 15-20 gallons for classrooms and office use	170
288	Trash cans, 32 gallon, heavy duty with covers for hallways	30
289	Treatment cart, lockable, 5-drawer	2
290	Triple beam balance (science)	5
291	Trombone, intermediate model	4
292	Trombone, professional model	2
293	Trombone, student model	8
294	Trumpet, intermediate model	4
295	Trumpet, professional model	2
296	Trumpet, students	9
297	Tuba, professional model	2
298	Tube, 3/4 size student model	3
299	TV, 32" flat screen TV with cable	5
300	Typewriter	2
301	UPS surge protectors for each desk top	285
302	Utility carts, stainless steel for kitchen	5
303	Utility carts, stainless steel, 3-shelf, for art class	2
304	Volleyball pole, set of 2	3
305	Washer, electric	3
306	Water cooler, hot and cold water cooler	2
307	Water fountains	31
308	Water heater	1
309	Wheel barrow	5
310	Wheelchairs	3
311	White board, 4' x 6', magnetic	7
312	White board, 5' x 10'	11
313	White boards, magnetic, portable w/ casters	10
314	Whiteboard, 4' x 8', magnetic	185
315	Wrestling mats, regulation	2

316	Xylophone, small	2
317	Xylophone, student model	1
2	Student Chair	1615
3	Chair, Student 18", Stacking School Grade Quality	1505
4	Stack Chairs, School Grade Quality	36
5	Stack Chair, Four Position, School Grade Quality	36
6	Stool, Student, Adj. Height, School Grade Quality	64
7	Student Wing Desk, School Grade Quality	36
8	2-Student Diamond Desk	84
9	Folding Table, Round, 60 dia	100
10	Table, Adjustable Height 30 x 72	7
11	Lab Tables	6
12	Lab Stools	18
13	Lab Tables, Cooking	5
14	Folding Table	4
15	Demonstration Table, Instructor	1
16	Teacher Desk, Double Pedestal	98
17	Teacher Chair with Arm Rest	97
18	Teacher Desk, Mobile, Double Pedestal	1
19	Swivel Chair	22
20	Chair, Side/Guest	71
21	Beam Seating, 5 Seating	4
22	Filing Cabinet, 4 Drawer	151
23	Filing Cabinet, 2 Drawer	110
24	Filing Cabinet, 2 Drawer Lateral	2
25	Filing Cabinet, 5 Drawer	66
26	Storage Cabinet, Metal 36 x 18 x 72	42
27	Storage Cabinet, Metal 30 x 15 x 66	6
28	Bulletin Board 4 x 8	107
29	Bulletin Board 60" x 36"	16
30	Cork Board, 4 x 6	12
31	White Board 4 x 6	90
32	White Board 4 x 8	19
33	White Board 4 x 10	63
34	White Board 4 x 10, Portable	5
35	Chalk Board 4 x 8	1
36	Display Board 4 x 8	1
37	Book Shelves, 4 Tier	57
38	Shelves, Metal, 4 Tier	18
39	Footlocker	7
40	Shelves, Display, Glass	8

41	Waste Basket	44
42	Pencil Sharpener	4
43	Pencil Sharpener, Electric	30
44	World Map & Globe Combo	1
45	World Map	37
46	Wall Mount Guam Flag, 2' x 3'	22
47	Wall Mount Guam Flag, 5' x 3'	11
48	Wall Mount US Flag, 2' x 3'	22
49	Flags,, United Nations Country (Sets)	11
50	Flag Harness, Color Guard	5
51	Recycle Containers for Plastic	15
52	Recycle Containers for Aluminum	15
53	Paper Dispenser (Butcher Paper Rack)	3
54	Periodical Displayers	3
55	Newspaper Displayers	7
56	Card Catalog Cabinets	5
57	Circulation Desk System	10
58	Diversity Stand	1
59	Library Automation Software, Book Bar Coder and Scanner	1
60	Library Security System	3
61	Revolver, Library	20
62	Graphing Calculator (TI-89 Titanium)	210
63	Projector Screen, Pull Down	23
64	Projector Screen, Tripod, Portable	2
65	Smartboard	80
66	Computer System, Desk Top	178
67	Computer System, Lap Top	80
68	Mobile Laptop Cart with Charger & Wifi	1
69	Desk, Computer for 2 computers	36
70	Printer/Scanner	49
71	Printer Cabinet	2
72	Copier Machine	3
73	ELMO	20
74	Projector	1
75	Multimedia Projector	37
76	Multimedia Projector Ceiling Mount	13
77	Overhead Projector	26
78	Actiview (Document Camera)	25
79	MP3/CD Listening Center	1
80	TV, Flat Screen, 60"	11
81	TV, Flat Screen, 32"	21
82	TV, Flat Screen, 40"	10

83	DVD/VCR Player	13
84	Multimedia Carts for Projector/Laptop	55
85	AV Cart, 44"	3
86	Mobile Cart, Lockable	15
87	PA System W/Video Capability	1
88	Digital LED Sign, Programable 4, x 8'	10
89	Surge Protector	18
90	Time Clock	1
91	Digital Sign W/ Audio/PA System	1
92	Lectern	18
93	Surround Sound Speakers	11
94	PA System W/Mixer-Amp, Speakers, Stands, Cables, Microphones (Set)	1
95	Surveillance System	2
96	Cam Corder, Panasonic Palm corder Mini DV Digital	1
97	CD/Cassette Player	1
98	Digital Camera	1
99	Executive Desk & Chair	13
100	Conference Table, 25 Seating Capacity	1
101	Conference Table Chair	49
102	Conference Table, 12 Seating Capacity	3
103	Book Truck, Single Sided (library)	3
104	Folding Chair with Transport Rack	1000
105	Bench	25
106	Reception Counter	1
107	Safe or Vault	1
108	Folding Cafeteria Table/Bench Combo, Seats 15-20	20
109	Podium	66
110	Student Lockers, 3 wide Double Tier. Each opening 36"h x 12"W x 18"D	367
111	Counter Top with Shelving	2
112	Cubby, 12 cubes, School Grade Quality	4
113	Mini Case, School Grade Quality	4
114	AV Presentation Cart, School Grade Quality	2
115	Cabinet, School Grade Quality	2
116	Library Book Shelving System Set	12
117	Stove	6
118	REFRIGERATOR	8
119	MICROWAVE	6
120	WASHING MACHINE	4
121	DRYER	4

122	UPRIGHT FREEZER	1
123	Water Dispenser (Hot, Cold & Room Temp)	2

SSHS BUILDING MAINTENANCE SCOPE OF WORK:

References of Public Laws for the Maintenance of the Education Facility

P.L. 32-120

§58D102 Page 5, line 1 to 8

§58D106, Page 8, line 26 to 27 and Page 9, line 1 to 14 (AMENDED by P.L.34-19)

§58D110 Utilities and Routine Maintenance and Repair.*

§58D111 Maintenance Fund.

P.L. 34-19

§58D106, Page 5, line 5 to 20

Maintenance of the Education Facility Requirements

The maintenance (preventative, predictive, programmed, and routine) of the facilities is required through the duration of the lease as mandated by P.L. 32-120 and P.L. 34-19 and shall cover;

Mechanical (HVAC, Refrigeration, System Efficiency, Plumbing/Sewer Systems etc...),

Structural (Building structure, Roof etc...)

Electrical (Electrical primary and secondary)

Architectural (Building Envelope: Doors, Windows, Painting etc...).

Civil (Roads, Parking lots, Drainage, Ponding Basins etc...)

Health and Environmental (Custodial, Grounds/Landscaping, Trash/Recycling Services, Pest Control)

System Life Cycle Expectancy and Replacements (Planning of all major components for replacements)

▪ Building Maintenance of; Mechanical, Structural, Electrical, Architectural, Civil, systems, Health and Environmental Conditions and System Life Cycle Replacements

▪ Mechanical: Heating, air conditioning, refrigeration, and Stand-by Generator Maintenance

- Water Heaters and related components
- Scullery and related components
- Walk-In Chiller and Freezer and related components
- Air Conditioning System, Air Handler Units, Thermostats, Duct Systems, filters, air registers (supply/return) system efficiencies, and related components
- Waterlines, sewer lines, faucets, valves, toilet fixtures, grease traps and related components
 - Repair and replacement s of components and other related components
- Generator unit
- Elevator Systems

▪ Structural Maintenance

- Roof Repairs and related components
- Building Structure and related components

- Weatherization and related components

- **Electrical Maintenance**
 - Fire Protection Systems
 - Electrical primary and secondary components
 - Security System
 - Lighting System, Interior and exterior to include sport fields lighting systems
 - Generator ATS and related electrical components

- **Architectural Maintenance (Building Envelope)**
 - Roof Coatings and related components
 - Doors, Interior and Exterior and related components
 - Windows and related components
 - Building Coatings (Paint) and related components
 - Building alterations and/or renovations and related components
 - Restroom Partitions and related components
 - Weatherization and related components

- **Civil Maintenance**
 - Roadways and parking lots
 - Painting/Striping and related components
 - Ponding Basin
 - Vegetation and Built-up Silt Removal and related components
 - Swells and Drainage Systems and related components

- **Health and Environmental**
 - **Grounds landscaping Maintenance Services**
 - Grass cutting services for building grounds, ponding basin and fields and related components
 - Vegetation removal, Tree Trimming and related components
 - Pest Control and related components
 - Trash and Recycling Services and related components

 - **Custodial Services and Maintenance**
 - Daily and Routine cleaning services to include custodial and sanitary supplies
 - Restrooms and Locker Rooms and related components
 - Classrooms and Offices and related components
 - General population area (Gym, Fine Arts Auditorium, Cafeteria, Assembly Areas) and related components
 - Circulation areas (Hallways, corridors, etc..) and related components
 - Minor Repair and Replacements of components such as sanitary dispensers (soap and tissue), toilet seats, showerheads, p-traps, and other related components.
 - Water Fountain Cleaning and Disinfecting and related components

- Trash removal and trash receptacle sanitation and related components
- Pest Control

Maintenance Component Definitions

Systems Lifecycle: A procedure used to determine the cost of facility system/component renewal based on the average useful life of an individual component. This procedure is typically based upon visual observations, via a facilities conditions assessment/audit, to determine the remaining useful life of a system and the development of cost models for the facility. This process enables multi-year modeling of future replacement costs and timing.

Programmed Major Maintenance: Includes those maintenance tasks whose cycle exceeds one year. Examples of programmed major maintenance are painting, roof maintenance, (coating), road and parking lot maintenance (overlays and seal coating), utility system maintenance (pigging of constricted lines) and similar functions.

Predictive Maintenance/Testing/Inspection: Routine maintenance, testing, or inspection performed to anticipate failure using specific methods and equipment, such as vibration analysis, thermographs, x-ray or acoustic systems to aid in determining future maintenance needs. For example, tests to locate thinning piping, fractures or excessive vibration that are indicative of maintenance requirements.

Normal/Routine Maintenance and Minor Repairs: Cyclical, planned work activities funded through the annual budget cycle, done to continue or achieve either the originally anticipated life of a fixed asset (i.e., buildings and fixed equipment), or an established suitable level of performance. Normal/routine maintenance is performed on capital assets such as buildings and fixed equipment to help them reach their originally anticipated life. Deficiency items are low in cost to correct and are normally accomplished as part of the annual operation and maintenance (O&M) funds. Normal/routine maintenance excludes activities that expand the capacity of an asset, or otherwise upgrade the asset to serve needs greater than, or different from those originally intended.

Repair(s): Work that is performed to return equipment to service after a failure, or to make its operation more efficient. The restoration of a facility or component thereof to such condition that it may be effectively utilized for its designated purposes by overhaul, reprocessing, or replacement of constituent parts or materials that have deteriorated by action of the elements or usage and have not been corrected through maintenance.

Routine Repairs: Actions taken to restore a system or piece of equipment to its original capacity, efficiency or capability. Routine repairs are not intended to increase significantly the capacity of the item involved. For example, the replacement of a failed central air conditioner with a new unit of similar capacity would be a routine repair project. However, if the capacity of the new unit were double the capacity of the original unit, the cost of the extra capacity would have to be capitalized and would not be considered routine repair work.

Planned or Programmed Maintenance: Includes those maintenance tasks whose cycle exceeds one year. Examples of planned or programmed maintenance are painting, coating of roofs, overlays and seal coating of roads and parking lots, pigging of constricted utility lines and similar functions.

Preventive Maintenance: A planned, controlled program of periodic inspection, adjustment, cleaning, lubrication and/or selective parts replacement of components, and minor repair, as well as performance testing and analysis intended to maximize the reliability, performance, and lifecycle of building systems, equipment, etc. Preventive maintenance consists of many check point activities on items, that if disabled, may interfere with an essential installation operation, endanger life or property, or involve high cost or long lead time for replacement.

Emergency Repairs: Requests for system or equipment repairs that are unscheduled and unanticipated. Service calls generally are received when a system or component has failed and/or perceived to be working improperly. If the problem has created a hazard or involves an essential service, an emergency response may be necessary. Conversely, if the problem is not critical, a routine response is adequate.

Unscheduled/Unplanned Maintenance: Requests for system or equipment repairs that - unlike preventive maintenance work - are unscheduled and unanticipated. Service calls generally are received when a system or component has failed and/or perceived to be working improperly. If the problem has created a hazard or involves an essential service, an emergency response may be necessary. Conversely, if the problem is not critical, a routine response is adequate. Reactive and/or emergency corrective work activities that occur in the current budget cycle or annual program. Activities may range from unplanned maintenance of a nuisance nature requiring low levels of skill for correction, to non-emergency tasks involving a moderate to major repair or correction requiring skilled labor, to emergency unscheduled work that requires immediate action to restore services, to remove problems that could interrupt activities, or to protect life and property.

Capital Asset Management: The identification and prioritization of facility and infrastructure physical, functional, and budgetary needs, spanning a multi-year timeframe. Also includes the process of reinvesting funds into physical assets in support of the organizational mission, above and beyond normal routine operations and maintenance.

Capital (Major) Maintenance/Repairs: Previous or future repairs or replacement, paid from the capital funds budget and not funded by normal maintenance resources received in the annual operating budget cycle.

- *Repairs* - work to restore damaged or worn-out assets/systems/components (e.g., large scale roof replacement after a wind storm) to normal operating condition.
- *Replacement* - an exchange of one fixed asset for another (e.g., replacing a transformer that blows up and shuts down numerous buildings) that has the same capacity to perform the same function.

Minimum dollar threshold levels for capital renewal are set by the building owners/manager, however typically in excess of \$5,000 or \$10,000.

SSHS JANITORIAL SCOPE OF SERVICES

CUSTODIAL CLEANING FREQUENCY

Entrances, Lobbies and Corridors

These areas are generally the first areas seen by students, staff and visitors. Their condition and cleanliness leaves a lasting impression on all that enter the building. It is of the utmost importance that these areas are maintained to a standard of excellence.

Considerable dirt is carried in and deposited in entryways and corridors. The custodian's schedule should include adequate time to sweep these areas of travel more often than once a day. Regular sweeping from the sidewalks outside of entryway doors will prevent some dirt and sand from entering the building. Some entryways have floor mats to serve as a dirt and sand trap. These must be cleaned periodically, or daily during the 'mud' season. Entryway carpet is cleaned most effectively with an extractor running the rinse cycle 1-3 times. Fans need to be on during this process to speed drying and help prevent mildew.

Daily:

- Empty waste receptacles, remove debris, police entrance for snow, leaves, and litter, and remove.
- If floor is resilient tile, dust mop floors with a wide, treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil from floor with dustpan. With a lightly dampened mop, spot-mop floors as necessary to remove soil.
- Vacuum carpet areas and mats; remove gum and soil spots.
- Disinfect drinking fountains. (*see following procedures*)
- Clean entrance door glass.

Weekly:

- Dust the tops of lockers, fire closets, extinguishers and window casings. (Low dusting, below 5')
- Clean glass partitions, display cases, and interior door glass.
- Spot-clean finger marks and smudges on walls, door facings, and doors. Use detergent solution in spray bottle and a cloth.
- Dust Furniture.
- Restore floor finish on non-carpeted floors.

Monthly:

- High dust vents, lights, pipes, window blinds, over doorways, hanging light fixtures and connecting and horizontal wall surfaces. (High dusting, above 5')

Note: When cleaning stairways, on a routine schedule clean out the corners and the edges of each step. Remove gum, etc. with a putty knife. Damp mop or spot clean as necessary.

Classrooms and Laboratories

There is more time spent in classroom cleaning than any other phase of custodial duties. Valuable time and many steps can be saved by careful planning. Due to the many different types of furniture and equipment used in the classroom, a careful analysis should be made to determine how to clean each room in the shortest time with the fewest steps and still maintain the required standard of cleanliness. To keep a classroom clean will entail much more than just sweeping the floor and dusting the furniture. It will require a technician with a willingness to work, a custodian who takes pride in his/her work and one who is interested in the welfare of the youngsters. Some classrooms will have desks that may be shifted from side to side each day as you clean the floor, while others have tables that can only be moved a few inches. Some furniture in the rooms can be rolled away from the wall to make sweeping easier; other furniture is stationary and must be cleaned around and underneath. Tables and desks must be wiped off with disinfectant. The custodian's cart will hold the necessary equipment and materials to clean classrooms.

Classrooms should have adequate lighting. Check for burned out tubes or bulbs and replace them with bulbs of the same wattage. Properly dispose of used fluorescent tubes.

Daily:

- Empty waste receptacles and replace liners.
- Clean marker boards, chalk boards and chalk trays.
- Vacuum traffic patterns on carpets floors; remove gum and soil spots.
- Dust mop and wet mop tiled floors.
- Clean glass in doors and partitions.

Weekly:

- Dust furniture surfaces and damp clean desk and table tops. (low dusting, below 5 feet)
- Empty pencil sharpeners.
- Vacuum carpeted areas thoroughly.
- Clean door surfaces.

Twice Monthly:

- Restore floor finish on non-carpeted floors.

Monthly:

- High dust vents, lights, pipes, window blinds, and connecting vertical and horizontal wall floors. (high dusting, above 5 feet)

- Vacuum upholstered furniture.

Office, Lounge and Conference Rooms

Most of the same cleaning procedures, as outlined for 'Classroom Cleaning' in the previous section, can be followed for cleaning office areas, faculty lounges, conference rooms, libraries, media center areas, etc.

Daily:

- Empty waste receptacles and damp clean.
- Clean chalkboards and chalk trays and dry erase marker boards.
- Vacuum traffic patterns on carpeted floors and remove gum and soil spots.
- Dust mop and wet mop tiled floors.
- Clean glass in doors and partitions.

Weekly:

- Dust furniture surfaces and damp clean tabletops. (low dust below 5 feet)
- Empty pencil sharpeners.
- Vacuum carpeted areas thoroughly.
- Clean door surfaces.

Monthly:

- Restore floor finish on non-carpeted floors.
- High dust vents, lights, pipes, window blinds, and connecting vertical and horizontal wall surfaces. (High dust above 5 feet)

Restrooms, Locker Rooms and Showers

Daily:

- Empty waste receptacles and change liners.
- Thoroughly clean and disinfect toilets and urinals.
- Thoroughly clean and disinfect shower rooms and dressing rooms.
- Restock dispensers: soap, paper towel, toilet tissue and sanitary napkins.
- Clean mirrors; clean and disinfect urinals and stools; clean basins; polish stainless steel and chrome surfaces.
- Spot wash walls, lockers, and partitions.
- Dust mop and wet mop floors with disinfectant solution.

Weekly:

- Damp clean and polish partitions thoroughly.
- Pour at least one gallon of water down floor drains.

- Dust wall and ceiling vents.
- Clean doors and wall tile.

Twice Monthly:

- De-scale fixtures.
- Scrub floor with floor scrubber.

Cafeterias and Lunch Areas

Daily:

- Clean table tops with disinfectant.
- Empty waste receptacles and replace liners.
- Dust mop and wet mop tiled areas.
- Vacuum carpeted areas and mats, remove gum and soil spots.
- Disinfect drinking fountains.

Weekly:

- Clean glass partitions, display cases, and interior door glass.
- Spot clean walls.
- Dust furniture, fire closets and extinguishers. (low dusting, below 5 feet)
- Restore floor finish on non-carpet floors.

Twice Monthly:

High dust vents, lights, pipes, window blinds, and connecting vertical and horizontal wall surfaces. (high dusting, above 5 feet)

Monthly:

Thoroughly clean furniture.

Shop Areas

Daily:

Empty waste receptacles and replace liners, dust mop or sweep floors; and spot - mop floors.

Twice Monthly:

Dust sills and ledges; spot - clean walls

Monthly:

Mop floors with detergent solution and buff floors coated with floor finish or wax.

Gyms and Multipurpose Rooms

Daily:

- Empty waste receptacles and replace liners.
- Dust mop court floors and spot clean using recommended treatment for dust mop.
- Clean glass in doors and partitions.
- Clean and disinfect drinking fountains.
- Vacuum traffic patterns on carpeted floors; remove gum and soil spots.
- Dust furniture.
- Dust mop and wet mop tiled floors.
- Spot clean walls; remove graffiti.

Weekly:

- Vacuum carpeted areas thoroughly.
- Clean door surfaces.
- Vacuum upholstered furniture. Clean all wooden and vinyl furniture. (low dusting, below 5 feet)
- Clean and polish brass or chrome.
- Spray buff tiled floors; remove scuffmarks.

Monthly:

- High dust (above 5') or vacuum vents, lights, pipes, window blinds, drapes, connecting horizontal and vertical wall surfaces.

Annually:

- Reseal floor using manufacturer's recommended procedures and finishes.

V. FINANCING SCOPE OF WORK

As the Guam Economic Development Authority ("GEDA") serves as the central financial manager and consultant for the Government of Guam ("Government") and those agencies or instrumentalities of the Government requiring financial guidance and assistance, GEDA is required to participate in any and all market related activities. The Proposer shall work with the GEDA during the finance phase of this procurement to provide funds for the design (including architectural and engineering), renovation or construction of Simon Sanchez High School and to provide furniture and equipment. Any fees or expenses incurred by GEDA during this phase shall be covered by the developer.

The Proposer must also be able to provide capital maintenance for the school as a result of this IFB for the duration of the lease agreement. Funding shall be by annual legislative appropriation. The Proposer shall be evaluated on the following:

- a. Term Sheet to include all interest charges, fees and expenses.

- b. Responsiveness of proposal.
- c. Ability of the Lessor to lease to Lessee the facilities described in this IFB.
- d. Ability of Lessor to structure municipal leases from \$10,000,000.00 to over \$300,000,000.00. Please provide examples of municipal leases financed.
- e. Ability of Lessor to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.
- f. Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.
- g. Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable for appropriation in future years (Event of non- appropriation).

Non-Appropriation Clause (defined): In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.

- h. Ability of Lessor to develop a payment schedule that can be structured on an annual basis.

1.1. FINANCING PROPOSER QUALIFICATION

- 1.1.1. Proposer shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the submission of proposal.
- 1.1.2. Proposer must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this IFB, in accordance with the terms and conditions specified herein.
- 1.1.3. Proposer must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.

- 1.1.4. Proposer must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to manage this project.
- 1.1.5. The following minimum criteria shall be met:
 - 1.1.5.1. Proposer shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the submission of proposal.
 - 1.1.5.2. Proposer must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this IFB, in accordance with the terms and conditions specified herein.
 - 1.1.5.3. Proposer must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.
 - 1.1.5.4. Proposer must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to manage this project.

1.2. PLEDGED REAL PROPERTY TAX REVENUES

Rental payments under the lease and the lease-back may be secured by a pledge from the Territorial Educational Facilities Fund (TEFF) or other reservation of revenues by the government of Guam pursuant to § 22425(q)(4) and (6) Article 4, Chapter 22 Division 2, Title 5, Guam Code Annotated. The statutes that govern this IFB are available at: <http://www.guamcourts.org/CompilerofLaws/GCA/11gca/11gc022.PDF> along with the attached Public Law 32-120 Section 58D109.

The Territorial Educational Facilities Fund was created by Public Law 22-19 (as amended by Public Law 23-14) to account for all real property tax revenues received by or on behalf of Government of Guam.

The government of Guam levies taxes on all real property at a fix rate of seven seventy-seconds percent (7/72%) of the assessed value and levies taxes on improvements to real property at a fix rate of seven-eightieths percent (7/18%) of the assessed value of the improvements. By statute, all real property and improvements are assessed at ninety percent (90%) of appraised value. The first half of all property taxes is due December 15th of each year. The second half of all property taxes is due February 20th of each year. The entire tax on property may be paid when the first installment is due (<http://www.guamcourts.org/CompilerofLaws/GCA/11gca/11gc024.PDF>).

Schedule of Real Property Tax Revenues

Fiscal Years 2012-2016

<i>Fiscal Year</i>	<i>Audited Revenues</i>
2012	19,225,091
2013	21,263,267
2014	23,263,150
2015	27,895,397
2016	26,228,828

Source: Government of Guam Audited Financial Statement

1.3 SPECIAL PROVISIONS: Indebtedness Limitation

Section 11 of the Organic Act of Guam provides that no public indebtedness of the Government shall be authorized or allowed in excess of ten percent of the aggregate tax valuation of the property in Guam.

On March 27, 2007, the Supreme Court of the United States issued its decision in the case of *Limtiaco v. Camacho*, which, among other things, interpreted "aggregate tax valuation" to mean the assessed valuation (i.e., the amount upon which the property tax rate is levied, as opposed to appraised value). At the time, the assessed valuation of property in Guam was defined by Guam statutes to mean 35% of the property's appraised value, as ascertained by the Guam assessor. Guam's property taxation statutes have since been amended so that assessed value is now defined as 90% of appraised value, with related amendments to property tax rates so that revenue impacts were neutral.

The Lease will not be treated as public indebtedness of the Government for purposes of Section 11 of the Organic Act of Guam.

1.4 CONTENT OF FINANCIAL PROPOSAL

Proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's ability to fulfill requirements of the proposal. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner:

1.4.1. Please provide a brief overview of your firm, including a description of capital, credit ratings and experience.

1.4.2. Please include your firm's proposed structure in detail, as well provisions for extension of maturity or roll-over, or any other hypothetical scenario.

1.4.3. Provide a preliminary term sheet or similar format outlining the terms and conditions of the proposed lease agreement including interest rates.

1.4.4. Discuss the estimated time line for the issuance of this lease and describe your firm's ability to conduct this transaction in a timely matter. Please feel free to outline certain variables such as credit committees, and their effects, if any, on the terms and conditions of the financing.

1.4.5 Please include your firm's three (3) years latest audited financials.

1.4.6. Please describe any other terms and conditions required by your firm, in regards to this financing.

1.4.7. Organizational Chart. Indicate the principal personnel that would be available to DPW, DOE, GEDA and the government, as well as describe their experience and responsibilities for this financing.

1.4.8. References. Include a reference list of at least FIVE (5) clients to whom proposer has provided services similar to this IFB. This list will include the following information:

Name of Client

Date of Services

Address

Contact Person

Telephone Number(s) and Email Address

1.4.9. General Statement of Experience. Include a written statement of experience in financing, providing and managing similar services. If the proposer does not possess an experience similar to the services required, proposer shall provide any pertinent information or experience Proposer feels may qualify for consideration of award.

1.4.10. Operational Plan. Include a narrative description and/or organization chart outlining the method of operation, operational structure, and services to be provided by the proposer. This description should fully and completely demonstrate the intended methods for servicing the requirements. This plan should specifically identify obligations of the Government of Guam (e.g financing, rehabilitation, construction, expansion and renovation) upon which the proposed plan is contingent. Proposers are encouraged to provide any other pertinent information, which will assist the Government of Guam in evaluating the proposed method of operation.

1.5 TERMS OF PAYMENTS

1.5.1. The Government of Guam through the Department of Education shall pay the Developer or Finance Company, on an annual basis for all lease payments due in accordance to the terms of the contract.

- 1.5.2. All payments shall be made in accordance with, subject to applicable provisions of § 22425(q)(4) and (6) Article 4, Chapter 22 Division 2, Title 5, Guam Code Annotated. The Developer or Finance Company shall submit one (1) annual invoice in original form, for lease payments due.
- 1.5.3. Non-Appropriation Clause: In event that sufficient funds (a) are not appropriated by the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred.
- 1.5.4. If an Event of Non-appropriation, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rental which are payable prior to the termination of the Lease.
- 1.5.5. If the Government fails to perform as lessee under the lease or decides not to appropriate lease payments. Consequently, if the lessee takes possession of the building investors or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government Body is entitled to repossession of the site together with all improvements on the site free and clear of any interest of the investors or a trustee on their behalf.
- 1.5.6. If the Government of Guam loses the use of the leased facility under certain circumstances, lease payments will be made only during the times DPW and DOE has full use of the leased facility. This will result in partial lease payments for the entire contract period.
- 1.5.7. Proposer's Affirmation and Declaration. Complete and have notarized the Proposer's Affirmation and Declaration form.
- In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall contain the amounts of any such commission, gratuity or compensation. The affidavit shall be open and available to the public for inspection and copying. Failure to submit the affidavit concerning commissions paid shall be deemed non responsive and cause for rejection upon receipt of the proposal.
- 1.5.8. Proposal Signature forms. An authorized representative of the firm as defined below must sign this form:

When a proposer is a corporation, the president or vice president signing shall set out the corporate name in the full beneath which he/she shall sign his/her name and give the title of his/her office. The proposal shall also bear the seal of the corporation attested by its corporate secretary.

When the proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

When the proposer is an individual or sole proprietorship, the proposal shall be signed by the individual owner stating name and style under which the proposer is doing business.

If the proposer is doing business under a fictitious name, the proposer must submit a copy of Certificate of Registration.

When the proposer is a joint venture, each joint venture must sign the proposal as herein above indicated.

1.5.9. Only after the qualifying of the proposals will discussions begin.

1.5.10. The basis for the negotiations will be the leaseback program proposed by the highest rated proposer based on the evaluation.

1.6. CONTRACT REQUIREMENT

1.6.1. Basis of Award. The award of the contract shall be based upon a responsive offer submitted by a responsible offeror that is responsive to the solicitation and offers the lowest annual leaseback rate.

1.6.2. Contract Term. The period of the contract shall be not later than for a period of thirty (30) years from the schedule date of completion.

VI. DESIGN & CONSTRUCTION PHASE

A. Design Phase:

1. The design period of this project is **NINETY (90) calendar days** excluding government review and approval. DPW will issue Notice to Proceed (NTP) for the design of the project upon approval of Contract Agreement.
2. The PS&E be prepared in conformance with the standard format furnished by the Government.

3. Plan size shall be 24" x 36".
4. All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8".

5. Design Submittal Schedule:

Task I (Preliminary)	60% Submittal (PS&E)	30 days after Notice to Proceed
Task II (Pre-final)	90 % Submittal (PS&E) Task I	30 days after review & approval of
Task III (Final)	100% Submittal (PS&E) Task II	30 days after review & approval of

B. Construction Schedule:

DPW will issue Notice to Proceed (NTP) for the construction of the project upon approval of the building permit.

VII. COMMENCEMENT AND COMPLETION OF WORK:

The design and construction period of this project is **Seven hundred thirty (730) calendar days**.

VIII. SITE INVESTIGATION

The contractor/designer shall verify existing site conditions and all pertinent information needed for the satisfactory performance of the scope of work.

X. DESIGN CODES/GUIDES AND REFERENCES

All services shall be performed in accordance with the general criteria contained in the following references.

- a. Building Law, Title XXXII, Government Code of Guam
- b. International Building Code (2009 Edition)
- c. International Mechanical Code (Latest Edition)
- d. International Plumbing Code (Latest Edition)
- e. National Electrical Code (NEC-Latest Edition)
- f. National Electrical Safety Code (NESC-Latest Edition)
- g. Life Safety Code (Latest Edition)
- h. International Fire Code (IFC-latest Edition)
- i. National Fire Protection Association Handbook (NFPA 70)
- j. Illuminating Engineering Society (IES)

- k. American Disability Act (ADA)
- l. GEPA, USEPA, CFR29
- m. Guam Energy Code
- n. All other codes, regulations, technical publications and design manuals applicable in the performance of this IFB.

XI. GOVERNMENT REVIEWING AND APPROVING AGENCIES:

- 1. Department of Public Works
- 2. Guam Environmental Protection Agency
- 3. Department of Land Management
- 4. Guam Power Authority
- 5. Guam Fire Department
- 6. Guam Waterworks Authority
- 7. Guam Historic Preservation

XI. DISPOSAL:

- 1. Contractor must coordinate with the DPW/DOE prior to any disposal activity.
- 2. Removal and disposal fee shall be paid by the contractor.

END OF GENERAL STATEMENT OF

TEMPORARY ALIEN PREVAILING WAGE RATES

EDDIE BAZA CALVO
Governor



RAY TENORIO
Lieutenant Governor

Office of the Governor of Guam

COMMON CONSTRUCTION PREVAILING WAGE RATES FOR GUAM

Pursuant to 8 CFR 214.2(h)(6)(v)(F)(2), U.S. Citizenship and Immigration Services (USCIS) must approve specific wage data and prevailing wage rates used for construction occupations on Guam. The following prevailing wage rates apply only to H-2B workers and similarly employed U.S. workers on Guam. USCIS has reviewed the Government of Guam's proposed rates and has approved the adjusted rates. These rates shall be effective for Temporary Labor Certification applications filed on or after Tuesday February 16, 2016.

<u>OCCUPATION</u>	<u>HOURLY WAGE RATES</u>
CAMP COOK	\$10.54
CARPENTER	\$14.20
CEMENT MASON	\$14.33
ELECTRICIAN	\$18.83
HVAC and REFRIGERATION MECHANICS	\$16.78
CONSTRUCTION EQUIPMENT MECHANIC	\$17.63
HEAVY EQUIPMENT OPERATOR	\$15.40
REINFORCING METAL WORKER	\$13.62
PAINTER	\$14.33
PIPEFITTER	\$17.41
PLASTERER	\$15.24
PLUMBER	\$17.41
SHEET METAL WORKER	\$15.92
STRUCTURAL STEEL WORKER	\$13.34
WELDER	\$17.92

These prevailing wage rates are effective for both new and extension temporary labor certifications. The prevailing wage rate on applications approved prior to the implementation of these new rates shall remain in effect for the duration of the existing labor certifications.

For further information, please contact Maria Connelley, Director of Labor, at (671) 475-7075, or Greg Massey, Administrator for the Alien Labor Processing & Certification Division (ALPCD) at (671) 475-8005.

EDDIE BAZA CALVO
Governor of Guam

FEB 16 2016

Richard J. Rodulfo Governor's Complex • Agaña, Guam 96910
Tel: (671) 477-8937 • Fax: (671) 477-4826 • www.gov.gu

LATEST WAGE RATE DETERMINATION

WD 05-2147 (Rev.-19) was first posted on www.wdol.gov on 01/05/2016

**REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT**

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Sims
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 19
Date Of Revision: 12/29/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.15 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE -	TITLE	FOOTNOTE	RATE
01000 - Administrative Support and Clerical Occupations			
01011	- Accounting Clerk I		12.50
01012	- Accounting Clerk II		13.53
01013	- Accounting Clerk III		15.59
01020	- Administrative Assistant		17.67
01040	- Court Reporter		15.38
01051	- Data Entry Operator I		10.48
01052	- Data Entry Operator II		11.99
01060	- Dispatcher, Motor Vehicle		13.06
01070	- Document Preparation Clerk		12.25
01090	- Duplicating Machine Operator		12.25
01111	- General Clerk		10.29
01112	- General Clerk II		11.28
01113	- General Clerk III		12.32
01120	- Housing Referral Assistant		17.15
01141	- Messenger Courier		10.12
01191	- Order Clerk I		11.23
01192	- Order Clerk II		12.25
01261	- Personnel Assistant (Employment) I		14.33
01262	- Personnel Assistant (Employment) II		14.90
01263	- Personnel Assistant (Employment) III		16.48
01270	- Production Control Clerk		18.34
01280	- Receptionist		9.67
01290	- Rental Clerk		11.10
01300	- Scheduler, Maintenance		13.75

01311 - Secretary I	13.75
01312 - Secretary II	15.38
01313 - Secretary III	17.15
01320 - Service Order Dispatcher	11.57
01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01531 - Travel Clerk I	11.61
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14

11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75

13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33

21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32

23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25

30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56
30023 - Archeological Technician III		24.21
30030 - Cartographic Technician		23.18
30040 - Civil Engineering Technician		21.93
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.74
30064 - Drafter/CAD Operator IV		24.21
30081 - Engineering Technician I		14.62
30082 - Engineering Technician II		16.41
30083 - Engineering Technician III		18.36
30084 - Engineering Technician IV		22.34
30085 - Engineering Technician V		27.83
30086 - Engineering Technician VI		33.66
30090 - Environmental Technician		21.10
30210 - Laboratory Technician		20.74
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.06
30362 - Paralegal/Legal Assistant II		21.53
30363 - Paralegal/Legal Assistant III		26.35
30364 - Paralegal/Legal Assistant IV		30.80
30390 - Photo-Optics Technician		21.93
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.74
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		7.25
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		8.21
31361 - Truckdriver, Light		8.97
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver,	12.48	
99000 - Miscellaneous Occupations		
99030 - Cashier		7.46
99050 - Desk Clerk		9.70
99095 - Embalmer		22.74
99251 - Laboratory Animal Caretaker I		16.24
99252 - Laboratory Animal Caretaker II		17.04
99310 - Mortician		22.74

99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 41.74).

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.